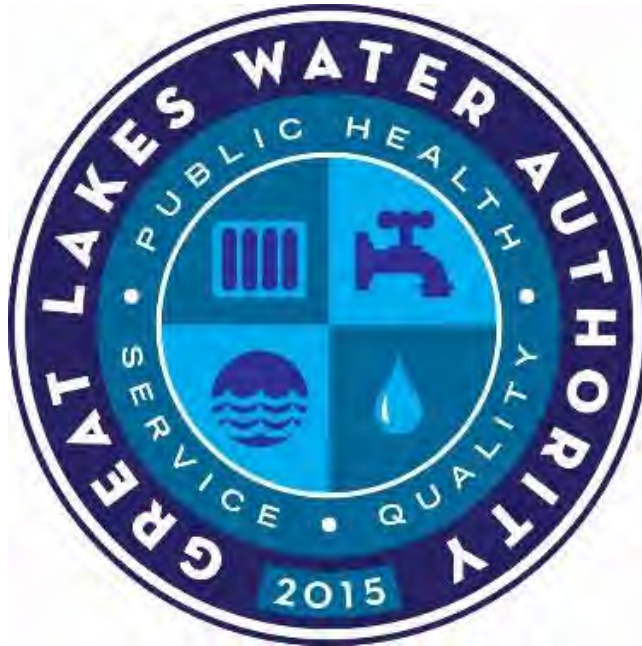


**Exhibit 6K - Regional Sewage Disposal System Lease  
between the City and Authority**



## **REGIONAL SEWAGE DISPOSAL SYSTEM LEASE**

REGIONAL SEWAGE DISPOSAL SYSTEM LEASE

Between

CITY OF DETROIT

And

GREAT LAKES WATER AUTHORITY

Dated June 12, 2015

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## REGIONAL SEWAGE DISPOSAL SYSTEM LEASE

THIS REGIONAL SEWAGE DISPOSAL SYSTEM LEASE entered into on June 12, 2015, by and between the CITY OF DETROIT (the "City"), a home rule city organized and existing under the constitution and laws of the State of Michigan, and the GREAT LAKES WATER AUTHORITY (the "Authority"), a municipal authority and public body corporate organized and existing under and pursuant to the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233").

WITNESSETH:

WHEREAS, a Memorandum of Understanding (the "MOU") was entered into on September 9, 2014, by the Emergency Manager and the Mayor of the City, the County Executive of each of Macomb County, Oakland County and Wayne County, and the Governor of the State, for the purpose of establishing a regional authority pursuant to Act 233 to operate, control and improve both the Water Supply System and Sewage Disposal System owned by the City and presently operated by DWSD (except the City local system infrastructure) and to lease the Water Supply System and Sewage Disposal System (except the City local system infrastructure) from the City for an initial term of forty (40) years; and

WHEREAS, pursuant to the MOU, the City and each wholesale customer of the Sewer System, through their respective ratepayers, shall retain complete responsibility (in the case of the City, in accordance with the terms of the Water and Sewer Services Agreement) for all obligations associated with their individual revenue requirements; and

WHEREAS, pursuant to the MOU and to resolutions approving the Authority's Articles of Incorporation adopted by the City Council of the City, the Board of Commissioners of Macomb County, the Board of Commissioners of Oakland County and the County Commission of Wayne County, the Authority has been incorporated for the purpose of, among other things, acquiring, owning, leasing, improving, enlarging, extending, financing, refinancing and operating a water supply system and a sewage disposal system, including a storm water collection and treatment system, or a combination of such systems; and

WHEREAS, Section 5 of Act 233 authorizes the Authority to acquire property for a sewage disposal system by lease and to hold, manage and control such property; and

WHEREAS, on September 9, 2014, pursuant to EM Order No. 34, the Emergency Manager for the City authorized the Mayor of the City to negotiate the terms and execute and deliver a lease for each of the Water Supply System and the Sewage Disposal System, an agreement between the City and the Authority relating to the operation, management and improvement of the City local system infrastructure, and a transition agreement consistent with the parameters established by the MOU, and to take such other actions as may be necessary or desirable to complete the transfer of the Water Supply and Sewage Disposal Systems as described in the MOU; and

WHEREAS, on November 12, 2014, an Order Confirming Eighth Amended Plan for the Adjustment of Debtor of the City of Detroit (“Confirmation Order”) was entered (Docket No. 8272) confirming the Plan of Adjustment; and

WHEREAS, paragraph 38 of the Confirmation Order approved the MOU in all respects, and authorized the City to enter into, and take any action necessary to perform under or implement, the terms of the MOU and any final agreement resulting from the MOU creating the Authority subject to additional terms and conditions described therein; and

WHEREAS, as contemplated in the MOU, the City and the Authority desire to enter into this Lease providing for the City to lease the Leased Sewer Facilities and to transfer its interest in the Revenues to the Authority, subject to the terms and conditions set forth herein.

## ARTICLE I - DEFINITIONS

SECTION 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease and the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning.

(a) “Act 94” means Act No. 94, Public Acts of Michigan, 1933, as amended from time to time.

(b) “Applicable Laws” means all laws, rules, regulations, ordinances, permit and license requirements, and orders of courts, governmental officials and agencies of competent jurisdiction with respect to the Leased Sewer Facilities or which generally relate to the Leased Sewer Facilities.

(c) “Authority Pension Pool” means that portion of the DWSD Pension Pool that is allocated to the Authority.

(d) “Authority’s Address” means 735 Randolph Street, Detroit, Michigan 48226, Attention: Chairperson, or such other address set forth in a written notice from the Authority to the City.

(e) “Bankruptcy Order” means the order entered (Docket No. 7028) by the United States Bankruptcy Court for the Eastern District of Michigan on August 25, 2014 (In re City of Detroit, Michigan, Debtor, Case No. 13-53846).

(f) “BC Note Obligation” means, collectively, the amounts required to be paid by DWSD pursuant to the Plan of Adjustment in respect of debt service on (i) the City of Detroit Financial Recovery Bonds, Series 2014B(1) and Series 2014B(2), dated December 14, 2014, and (ii) the City of Detroit Financial Recovery Bonds, Series 2014C, dated December 14, 2014, which bonds were issued to satisfy in whole or in part claims relating to the City’s pension obligation certificates and post-retirement health benefits.

(g) “Bonds” means, collectively, the DWSD Sewer Bonds being assumed by the Authority as provided in the Master Bond Ordinance and bonds or other evidences of indebtedness issued by the Authority under the Master Bond Ordinance pursuant to Act 94, all of

which are secured by a pledge of and a statutory lien upon the Net Revenues of the Sewer System.

(h) “Budget Stabilization Fund” means the fund to be established in the Master Bond Ordinance as described in Section 3.2(b)(iv).

(i) “Budget Stabilization Requirement” shall have the meaning given such term in the Water and Sewer Services Agreement.

(j) “Capital Improvement Program” means the ongoing program of capital improvements for the Leased Sewer Facilities, as the same may be modified from time to time by the Authority.

(k) “City Residual Costs” means costs and liabilities incurred by the City which are associated with (i) the lease of the Leased Sewer Facilities and the transfer and assignment of the DWSD contracts and DWSD employees to the Authority, including unemployment and separation costs (excluding salaries beyond required notice periods) related to DWSD employees who decline to transfer to the Authority, (ii) excess capacity resulting from the establishment by the Authority of separate capacity performing the same function during and for any period the Authority has contracted for such capacity from the City, to the extent agreed to by the City and the Authority, and (iii) claims against the City by third parties whose contracts or rights were transferred to and assumed by the Authority under the terms of this Lease.

(l) “City’s Address” means City of Detroit Water and Sewerage Department, 735 Randolph Street, Detroit, Michigan 48226, Attention: Director, with a copy to City of Detroit, Office of the Mayor, Coleman A. Young Municipal Center, 2 Woodward Avenue, 11<sup>th</sup> Floor, Detroit, Michigan 48226, or such other address or addresses set forth in a written notice from the City to the Authority.

(m) “common-to-all” means the method or methods for allocating to wholesale customers of the Regional Sewer System and Retail Sewer Customers the cost of sewer service provided by the Regional Sewer System that benefits both wholesale customers and Retail Sewer Customers, which allocation is determined on a case-by-case analysis of the benefits derived by each customer class from such service.

(n) “Detroit Capital Improvement Program” means the ongoing program of capital improvements for the Detroit Local Sewer Facilities, as the same may be modified from time to time by the City.

(o) “Detroit Local Sewer Facilities” means those sewage disposal facilities, other than the Leased Sewer Facilities, existing on the Effective Date that are used to provide sewer service directly to Retail Sewer Customers.

(p) “Detroit Local Water Facilities” means those water supply system facilities, other than the Leased Water Facilities, existing on the Effective Date that are used to provide water service directly to Retail Water Customers.



(q) “DWSD” means the Detroit Water and Sewerage Department, as in existence immediately prior to the Effective Date.

(r) “DWSD-R” means the Detroit Water and Sewerage Department, as in existence on and after the Effective Date.

(s) “DWSD Master Sewer Bond Ordinance” means Ordinance No. 18-01 adopted by the City Council of the City, as amended through the Effective Date, that authorized the issuance of the DWSD Sewer Bonds, as supplemented by the Trust Indenture, dated as of June 1, 2012, between the City and U.S. Bank National Association, as trustee, as amended through the Effective Date.

(t) “DWSD Pension Pool” means that portion of the undivided interest in investments and the pension liabilities of the GRS Plan that is allocated to DWSD retirees, deferred retirees and active vested and non-vested members.

(u) “DWSD-R Pension Pool” means that portion of the DWSD Pension Pool that is allocated to DWSD-R.

(v) “DWSD Sewer Bonds” means all bonds and other evidences of indebtedness of the City secured by a pledge of and a statutory lien upon the Net Revenues of the Sewer System outstanding immediately prior to the Effective Date, as more fully described in Schedule B attached hereto.

(w) “DWSD Water Bonds” means all bonds and other evidences of indebtedness of the City secured by a pledge of and a statutory lien upon the Net Revenues of the Water System outstanding immediately prior to the Effective Date, as more fully described in the Water Lease.

(x) “Effective Date” means the date on which the conditions set forth in Section 3.2 have been satisfied, as determined by the Mayor of the City and a supermajority (5/6) vote of the Board of the Authority.

(y) “Fiscal Year” means the period beginning on July 1 of each year and ending on June 30 of the following year.

(z) “GRS” means the General Retirement System of the City.

(aa) “GRS Plan” means the frozen defined benefit plan of the GRS in effect on the effective date of the Plan of Adjustment.

(bb) “Incorporating Municipalities” means, collectively, the City, Macomb County, Oakland County and Wayne County, as the incorporating municipalities of the Authority.

(cc) “Lease” means this Regional Sewage Disposal System Lease, as it may be amended or supplemented as provided herein.

(dd) “Leased Sewer Facilities” means, collectively, all of the City’s right, title and interest in and to that portion of the real and tangible personal property comprising a part of the Sewer System and owned by the City and providing sewer service to the wholesale customers of the Regional Sewer System and Retail Sewer Customers up to the point of connection to the Detroit Local Sewer Facilities, including without limitation the land, buildings, basins, pump stations, outfalls, storage facilities, other structures, fixtures (including screens, meters, control gates, interceptors and collection lines), and improvements, and real property interests such as easements, access rights, rights of way, permits, licenses and leases, all as more fully set forth in Schedule A attached hereto (the “Real Property”), and any and all tangible personal property such as machinery, equipment, vehicles, furniture, office equipment, software, hardware, security systems, communications systems, other information technology systems and inventory used in connection with the Real Property, including without limitation the personal property that is described in Schedule A attached hereto (the “Personal Property”). Leased Sewer Facilities include all improvements and additions to and replacements of the foregoing described Real Property and Personal Property, but do not include the Detroit Local Sewer Facilities.

(ee) “Leased Water Facilities” means, collectively, all of the City’s right, title and interest in and to that portion of the real and tangible personal property comprising a part of the Regional Water System and owned by the City and providing sewer service to the wholesale customers of the Regional Water System and Retail Water Customers up to the point of connection to the Detroit Local Water Facilities, all as more fully set forth in the Water Lease.

(ff) “Lease Payment” means the annual payment required to be made by the Authority for the benefit of the City pursuant to Section 3.4 in consideration for the leasing of the Leased Sewer Facilities to the Authority and the absolute and irrevocable assignment and transfer to the Authority of the Revenues as provided herein and to be applied by the Authority in accordance with the Master Bond Ordinance.

(gg) “Local Sewer System” means that portion of the Sewer System that provides sewer service directly to Retail Sewer Customers, which on the Effective Date consists of the Detroit Local Sewer Facilities.

(hh) “Local Water System” means that portion of the Water System that provides water service directly to Retail Water Customers, which on the Effective Date consists of the Detroit Local Water Facilities.

(ii) “Macomb County” means the Charter County of Macomb, Michigan.

(jj) “Master Bond Ordinance” means the ordinance to be adopted by the Authority prior to the Effective Date, setting forth the terms and provisions under which Bonds may be issued, as amended and supplemented as provided therein.

(kk) “Net Revenues” has the meaning given thereto in Act 94.

(ll) “Oakland County” means the County of Oakland, Michigan.

(mm) “O&M Expenses” means for each Fiscal Year all expenses of administration and operation and the expenses for maintenance as may be necessary to preserve the Regional Sewer System or the Local Sewer System, as the case may be, in good repair and working order, including costs incurred by the City in connection with its service as agent pursuant to Article 2 of the Water and Sewer Services Agreement.

(nn) “Pension Obligation” means the amounts required to be paid over time by DWSD in respect of the frozen defined benefit plan of the GRS as provided in the Plan of Adjustment and the Bankruptcy Order.

(oo) “Plan of Adjustment” means the Eighth Amended Plan of Adjustment of the City as confirmed by order of the United States Bankruptcy Court for the Eastern District of Michigan entered on November 12, 2014 (In re City of Detroit, Michigan, Debtor, Case No. 13-53846).

(pp) “Prudent Utility Practices” means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the regulated sewer utility industry in the United States or any of the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment in light of the facts known (or which a qualified and prudent operator could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, in each case related to the operation, maintenance and improvement of similar systems at utility facilities of the same or similar size and type as the Leased Sewer Facilities.

(qq) “Regional Sewer System” means that portion of the Sewer System that provides sewer service to the wholesale customers thereof and Retail Sewer Customers up to the point of connection to the Local Sewer System, which on the Effective Date consists of the Leased Sewer Facilities.

(rr) “Regional Water System” means that portion of the Water System that provides water service to the wholesale customers thereof and Retail Water Customers up to the point of connection to the Local Water System, which on the Effective Date consists of the Leased Water Facilities.

(ss) “Retail Sewer Customers” means those individual customers located within and outside the City that receive sewer service directly from the Detroit Local Sewer Facilities.

(tt) “Retail Water Customers” means those individual customers located within and outside the City that receive water service directly from the Detroit Local Water Facilities.

(uu) “Retail Revenues” means Revenues collected from Retail Sewer Customers.

(vv) “Revenues” means the revenues, including the Retail Revenues, of the Authority from the Sewer System, which shall be construed as defined in Act 94, and shall

include all moneys collected directly or indirectly by the Authority, or the City as agent for the Authority, under the Water and Sewer Services Agreement and required to be deposited into the Receiving Fund established under Section 502 of the Master Bond Ordinance.

(ww) “Sewer System” means the City’s sewage disposal system as existing immediately prior to the Effective Date, which consists on the Effective Date of the Regional Sewer System and the Local Sewer System.

(xx) “Shared Services Agreement” means the Shared Services Agreement between the City and the Authority relating to the provision of services by the City to the Authority with respect to the Regional Water System and the Regional Sewer System, and the provision of services by the Authority to the City with respect to the operation and management of the Detroit Local Water Facilities and the Detroit Local Sewer Facilities, as it may be amended and supplemented as provided therein.

(yy) “State” means the State of Michigan.

(zz) “Water and Sewer Services Agreement” means the Water and Sewer Services Agreement, dated June 12, 2015, between the City and the Authority relating to the provision of water service to Retail Sewer Customers and sewer service to Retail Sewer Customers, as it may be amended and supplemented as provided therein.

(aaa) “Water Lease” means the Regional Water Supply System Lease, to be effective on the Effective Date, relating to the lease of the Leased Water Facilities from the City to the Authority.

(bbb) “Water Lease Payment” means the annual payment required to be made by the Authority for the benefit of the City pursuant to the Water Lease.

(ccc) “Water System” means the City’s water supply system as existing immediately prior to the Effective Date, which on the Effective Date consists of the Regional Water System and the Local Water System.

(ddd) “Wayne County” means the Charter County of Wayne, Michigan.

(eee) “WRAP Fund” means the Water Residential Assistance Program Fund to be established pursuant to the MOU, which shall be a fund independently-administered on behalf of the Authority to provide assistance to indigent residential customers throughout the Water System and the Sewer System.

## ARTICLE II - REPRESENTATIONS

SECTION 2.1 Representations of the City. The City represents and warrants to the Authority as follows:

(a) The City is a home rule city duly existing under the Constitution and laws of the State, and has the right, power and authority to enter into this Lease and perform its obligations hereunder.

(b) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, the City has not mortgaged, pledged or subjected to any lien, charge or security interest any of the Leased Sewer Facilities nor has the City entered into any lease or easement agreement or created any other encumbrance with respect to any of the Leased Sewer Facilities that in each case would adversely affect the ability of the Authority to operate the Leased Sewer Facilities as provided in Section 5.1.

(c) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, there presently exists no material casualty loss or damage to the Leased Sewer Facilities that would prevent the Authority from operating the Leased Sewer Facilities as provided in Section 5.1.

(d) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, there are no claims, actions, suits, proceedings, loss events or investigations pending or, to the best of the City's knowledge, threatened against or affecting the Leased Sewer Facilities or the validity of this Lease, at law or in equity, or before or by any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined against the City, would have a material adverse effect on the Leased Sewer Facilities, the Net Revenues of the Sewer System or the City's ability to enter into this Lease.

(e) In connection with the Leased Sewer Facilities, to the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, (i) there are no unresolved notices of violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings pending against the City which have been unresolved for a period of more than 30 days or which are not expected to be resolved within 30 days or such other period specified for cure which in each case could have a material adverse impact on the operation of the Leased Sewer Facilities if allowed to continue beyond that period and (ii) there is no investigation or review pending or threatened against the City by any governmental entity or third party with respect to any alleged violation of any federal, state or local environmental law, regulation, ordinance, standard, permit or order relating to the operation of the Leased Sewer Facilities which could have a material adverse impact on the operation of the Leased Sewer Facilities.

**SECTION 2.2 Representations of the Authority.** The Authority represents and warrants to the City as follows:

(a) The Authority has been duly incorporated and is validly existing as a municipal authority and public body corporate under Act 233, and has the right, power and authority to enter into this Lease and to perform its obligations hereunder.

(b) There are no claims, actions, suits, proceedings or investigations pending against the Authority, or to the best of the Authority's knowledge, threatened, that would have a material adverse effect on the transactions contemplated or provided for in this Lease.

### ARTICLE III - LEASE OF LEASED SEWER FACILITIES

SECTION 3.1 Term of this Lease. The term of this Lease (the “Term”) shall commence on the Effective Date and shall terminate on the later of the Initial Lease Termination Date or the Extended Lease Termination Date. Until the Effective Date, which is contingent on the satisfaction of the conditions set forth in Section 3.2, this Lease shall not constitute a sale, lease or disposition of the Sewer System or any substantial part thereof, as contemplated by Section 19 of the Detroit Master Sewer Bond Ordinance. This Lease shall initially terminate on the fortieth (40<sup>th</sup>) anniversary of the Effective Date (the “Initial Lease Termination Date”). Upon the issuance of Bonds with a final stated maturity date after the Initial Lease Termination Date, the Initial Lease Termination Date shall automatically, and without further action of the parties hereto, be amended to coincide with the date on which all of the Bonds have been paid or provision for payment of all of the Bonds has been made in accordance with the Master Bond Ordinance (the “Extended Lease Termination Date”).

SECTION 3.2 Conditions Precedent to Effective Date. The Effective Date shall be deemed to have occurred when all of the following conditions have been satisfied, as evidenced by a certificate signed by authorized officers of the City and the Authority:

(a) This Lease, the Water Lease, the Water and Sewer Services Agreement and the Shared Services Agreement shall have been duly authorized, executed and delivered by the City and the Authority.

(b) The effective date under the Water Lease shall occur on the same date as the Effective Date under this Lease.

(c) The Master Bond Ordinance shall have been duly adopted by the Authority and shall be in full force and effect and shall contain the following provisions:

(i) The rate covenant and the test for the issuance of additional bonds thereunder shall both conform to DWSD’s existing coverage requirements of 1.20, 1.10 and 1.00 for senior lien, second lien and junior lien indebtedness, respectively;

(ii) A flow of funds consistent with Act 94, the MOU and representations made by DWSD to certain holders of DWSD Sewer Bonds that agreed to purchase such DWSD Sewer Bonds following a tender thereof on September 4, 2014, in the following order of priority as required by Act 94: (A) O&M Expenses of the Regional Sewer System and the Local Sewer System, and (B) debt service on all indebtedness payable from Net Revenues of the Sewer System before making deposits to other accounts in the flow of funds;

(iii) A covenant to comply with the provisions of the Bankruptcy Order, including but not limited to paragraph 24 thereof which is attached hereto as Schedule G; and

(iv) The establishment of a Budget Stabilization Fund, which shall be a restricted account held by the Authority under the Master Bond Ordinance. The Budget shall be funded by Retail Revenues in an amount equal to the Budget Stabilization Requirement as provided in the Water and Sewer Services Agreement. Moneys in the Budget Stabilization Fund

may be applied by the Authority in its discretion for any lawful purpose of the Sewer System as provided in the Water and Sewer Services Agreement. The deposit of Revenues in the Budget Stabilization Fund shall be subordinate to payment of O&M Expenses and the principal of and interest on the Bonds.

(d) The ordinances required by Section 5.7(c) shall have been duly adopted by the Board of Water Commissioners of DWSD and the Authority, respectively, and shall be in full force and effect.

(e) The Authority shall have secured all permits and other governmental approvals necessary to operate the Leased Sewer Facilities, which are set forth in Schedule C attached hereto.

(f) DWSD shall have secured the consent of

(i) U.S. Bank National Association, as the trustee for the holders of the DWSD Sewer Bonds, and the holders of not less than fifty-one percent (51%) in principal amount of the DWSD Sewer Bonds outstanding on the Effective Date to:

(A) an amendment to the DWSD Master Sewer Bond Ordinance which amendment authorizes this Lease and certain of the transactions contemplated by this Lease;

(B) a supplement to the Trust Indenture dated as of June 1, 2012, among the City, DWSD and U.S. Bank National Association, as trustee, which supplement authorizes this Lease and certain of the transactions contemplated by this Lease; and

(C) the obligor on the DWSD Sewer Bonds owned by such holders being changed from the City to the Authority on the Effective Date, and in connection with such change in obligor the release and discharge of the City from any liability or other obligation to such holders of the DWSD Sewer Bonds and U.S. Bank National Association as the trustee therefor in connection with the DWSD Sewer Bonds, and

(ii) U.S. Bank National Association, as trustee for the holders of the DWSD Water Bonds, and the holders of not less than fifty-one percent (51%) in principal amount of the DWSD Water Bonds outstanding on the Effective Date to:

(A) an amendment to the master bond ordinance for the DWSD Water Bonds which amendment authorizes the Water Lease and certain of the transactions contemplated by the Water Lease;

(B) a supplement to the Trust Indenture dated as of April 1, 2013, among the City, DWSD and U.S. Bank National Association, as trustee, which supplement authorizes the Water Lease and certain of the transactions contemplated by the Water Lease; and

(C) the obligor on the DWSD Water Bonds owned by such holders being changed from the City to the Authority on the Effective Date, and in connection with such change in obligor the release and discharge of the City from any liability or other

obligation to such holders of the DWSD Water Bonds and U.S Bank National Association as the trustee therefor in connection with the DWSD Water Bonds.

Receipt of the foregoing consents shall be evidenced by a certificate to that effect of U.S. Bank National Association, as trustee for the DWSD Sewer Bonds and DWSD Water Bonds, respectively, delivered to the Authority, the City and DWSD.

(g) The Authority and the City shall have received (i) an opinion of Authority bond counsel to the effect that the lease of the Leased Sewer Facilities to the Authority and assumption by the Authority of the DWSD Sewer Bonds, will not, in and of themselves, materially impair the tax-exempt status of the interest on the DWSD Sewer Bonds, and (ii) confirmation from a nationally recognized rating agency then rating the DWSD Sewer Bonds that the rating assigned to the Bonds, after such assumption, is not less than the then-existing rating on the DWSD Sewer Bonds assigned by such rating agency.

(h) The Authority shall demonstrate the ability to issue at least One Dollar (\$1.00) of additional indebtedness at each level of priority under the additional bonds tests described in (c)(i) above.

(i) The City and the Authority shall have each received (i) opinions of counsel for the City and the Authority to the effect that this Lease is valid, binding and enforceable with respect to the City and the Authority, respectively, and (ii) an opinion of counsel for DWSD that the rates for wholesale customers and the City adopted by DWSD for the Fiscal Year beginning July 1, 2015 are binding and effective.

(j) The City shall have received all necessary consents to the assignment of the wholesale customer contracts set forth in Schedule D.

(k) The Authority, the City and GRS shall have entered into the agreement described in Section 4.3(b).

If the foregoing conditions are not satisfied and the Effective Date has not occurred on or before January 1, 2016, this Lease shall be null and void and shall terminate immediately and the Authority shall consider a motion to dissolve as provided in Article 5A of the Articles of Incorporation of the Authority.

SECTION 3.3 Lease of Leased Sewer Facilities; Assignment and Transfer of Revenues. In order to enable the Authority to acquire the Regional Sewer System under Act 233, and in consideration of the Lease Payment and other terms of this Lease, the City leases the Leased Sewer Facilities to the Authority and the Authority leases the Leased Sewer Facilities from the City for the Term. By virtue of this Lease, the City intends to convey to the Authority by lease a leasehold interest in all of the City's right, title and interest in and to the Leased Sewer Facilities in order to enable the Authority to operate the Leased Sewer Facilities as provided herein. The City and the Authority acknowledge that the description of the Leased Sewer Facilities set forth in Schedule A has been compiled from the best available information, has been reviewed by their and DWSD's respective staff and consultants and is believed to be reasonably complete and accurate. The City and the Authority agree to cooperate in continuously reviewing the use and



description of the Leased Sewer Facilities and in the event that it is determined that the description of the Leased Sewer Facilities needs to be amended to conform to the actual use of the Leased Sewer Facilities or to correct or update the description of the Leased Sewer Facilities to make it more accurate, the Director of DWSD or DWSD-R, as appropriate, and, before the Effective Date, the Mayor of the City or his designee, and the Director and Chairperson of the Authority are authorized to modify Schedule A as necessary by executing an amendment thereto to accomplish any of the foregoing purposes and such amendment shall become a part of this Lease; provided that no such amendment shall be delivered if the effect of such amendment is to impair the ability of the Authority to operate the Leased Sewer Facilities as provided herein.

Notwithstanding the foregoing, this Lease shall constitute a bill of sale from the City to the Authority pursuant to which the City conveys all of its right, title and interest in and to the Personal Property that is part of the Leased Sewer Facilities. In furtherance of such conveyance, the City agrees to cooperate with the Authority and to take such actions as are necessary to have title to all vehicles that are part of the Personal Property transferred to the Authority.

In acquiring the Regional Sewer System pursuant to this Lease, commencing on the Effective Date, the Authority is also acquiring for the Term, and for the Term, the City hereby absolutely and irrevocably sells, assigns, transfers and conveys to the Authority, and the Authority hereby purchases and acquires from the City (each, an "Assignment and Transfer"), (i) all of the City's right, title and interest in and to the Revenues, including Retail Revenues, in existence on the Effective Date, and (ii) all of the City's right, title and interest in and to the Revenues, including Retail Revenues, derived from the operation of the Sewer System on and after the Effective Date and through the end of the Term. The City and the Authority acknowledge and agree that (i) the Assignment and Transfer is intended to be a purchase by the Authority and an absolute sale by the City of the Revenues and not a lending transaction; (ii) the Assignment and Transfer is made without representation or warranty by, or recourse to, the City of any kind; (iii) the City does not have any right, option, duty or obligation of any kind to repurchase all or any portion of the Revenues; (iv) except in its capacity as agent for the Authority under the express terms of the Water and Sewer Services Agreement, on and after the Effective Date and until the end of the Term, the City has no control over the collection of, or administrative or servicing activities concerning, the Revenues; (v) the City is not required to make any servicing or other advances to the Authority in connection with the Revenues under the Water and Sewer Services Agreement or otherwise; (vi) the City is not granted any right to or interest in any of the Revenues; (vii) the Assignment and Transfer is treated as an acquisition under Statement No. 69 of the Governmental Accounting Standards Board; (viii) the Assignment and Transfer is not cancelable by the City or the Authority for any reason; (ix) except as set forth in the DWSD Master Sewer Bond Ordinance and the Master Bond Ordinance, there is no restriction on the Authority's ability to sell or pledge the Revenues; (x) all collections of Revenues received by the City in its capacity as agent under the Water and Sewer Services Agreement or otherwise shall be remitted to the Authority without significant delay (no later than 5 days after receipt) or any reduction in amount; and (xi) the Revenues collected by the City as agent for the Authority shall be segregated and held in trust by the City until remitted to the Authority and shall be subject to audit and verification by the Authority.

In addition, the City and Authority agree that (i) the Authority shall have the exclusive right to establish rates for sewer service to customers of the Sewer System, including Retail

Sewer Customers; (ii) the Authority may delegate, and through the Water and Sewer Services Agreement is delegating, its right to establish rates for sewer service to customers of the Sewer System to one or more agents, as it deems necessary or convenient; and (iii) directly or through an agent, the Authority shall have the exclusive right to charge and bill to and collect from such customers amounts for sewer services constituting the Revenues, including the Retail Revenues.

(a) By virtue of this Lease, the Authority acquires, succeeds to and assumes the exclusive right, responsibility and authority (i) to occupy, operate, control and use the Leased Sewer Facilities, including all lands, buildings, improvements, structures, easements, rights of access, fixtures, equipment, materials, furnishings, all other personal property and all other privileges and appurtenances comprising or pertaining to the Leased Sewer Facilities and (ii) to establish rates for sewer service to customers of the Sewer System and, directly or through an agent, to charge and bill to and collect from the customers of the Sewer System, including Retail Sewer Customers, amounts constituting the Revenues, including the Retail Revenues.

(b) On and after the Effective Date, the City shall be relieved from all further costs and responsibility arising from or associated with the control, operation and maintenance of the Leased Sewer Facilities, except as otherwise provided in this Lease or in the Shared Services Agreement.

#### SECTION 3.4 Lease Payment.

(a) The Authority shall pay for the account of the City for use of the Leased Sewer Facilities during the Term, a Lease Payment in the annual amount of Twenty-Seven Million Five Hundred Thousand Dollars (\$27,500,000), payable monthly on an annualized basis on or before the first day of each month through the end of the Term. The Lease Payment and the Water Lease Payment shall aggregate the sum of Fifty Million Dollars per year, and are based on an initial allocation in the MOU of 45% to the customers of the Regional Water System and 55% to the customers of the Regional Sewer System. Such allocation shall be subject to review and adjustment by the Authority every three to five years consistent with the method of allocation of other common-to-all charges between the Regional Water System and the Regional Sewer System; provided that no such adjustment shall reduce the projected availability of Revenues below the level necessary to pay the principal of and interest on any Bonds issued to finance improvements to the Detroit Local Water Facilities and the Detroit Local Sewer Facilities below the level in anticipation of which such Bonds were issued.

(b) The City acknowledges and agrees that it will forego future Lease Payments in the event that it withdraws from the Authority as an incorporating municipality under the Authority's Articles of Incorporation; provided however, that any such withdrawal will not terminate this Lease or affect the Assignment and Transfer, or affect the Revenues collected by the Authority.

(c) The Authority acknowledges and agrees that it shall have no legal or equitable right to setoff, recoup or deduct any amounts from or otherwise reduce the amount of any Lease Payment.

### SECTION 3.5 Use and Deposit of Lease Payments.

(a) The City shall be authorized to direct the application of the Lease Payments paid by the Authority only for the following purposes, consistent with the flow of funds in the Master Bond Ordinance:

(i) To pay the principal of and interest on Bonds issued to finance the cost of improvements to the Detroit Local Sewer Facilities; and

(ii) To pay the City's share of the principal of and interest on Bonds issued to finance the cost of common-to-all improvements to the Leased Sewer Facilities; and

(iii) To pay the cost of improvements to the Detroit Local Sewer Facilities.

(b) The proceeds of all Lease Payments shall be deposited into the following funds and accounts established under the Master Bond Ordinance, as directed by the City:

(i) For proceeds being used to pay the principal of and interest on Bonds issued to finance the cost of improvements to the Detroit Local Sewer Facilities, to the Bond Interest and Redemption Fund established for the appropriate priority of lien of such Bonds.

(ii) For proceeds being used to pay the City's share of the principal of and interest on Bonds issued to finance the cost of common-to-all improvements to the Leased Sewer Facilities, to the Bond Interest and Redemption Fund established for the appropriate priority of lien of such Bonds.

(iii) For proceeds being used to pay the cost of improvements to the Detroit Local Sewer Facilities, to the Detroit Local Improvement and Extension Account of the Improvement and Extension Fund.

(c) The City acknowledges and agrees that the use of Lease Payments for the foregoing purposes is subject to the availability of Revenues therefor in accordance with the Master Bond Ordinance and that the use of Lease Payments for the purpose set forth in Section 3.5(a)(iii) shall be subordinate to the payment of principal of and interest on the Bonds.

SECTION 3.6 Surrender of Leased Sewer Facilities. Upon the expiration of this Lease at the end of the Term, the Authority shall quit and surrender the Leased Sewer Facilities to the City, together with any improvements, enlargements, replacements or extensions thereof made by the Authority during the Term.

## ARTICLE IV - ASSIGNMENT AND ASSUMPTION OF RIGHTS AND LIABILITIES

### SECTION 4.1 DWSD Customer and Vendor Contracts; DWSD Sewer Bonds.

(a) In connection with the execution and delivery of this Lease, and as of the Effective Date, the City hereby assigns and the Authority hereby assumes all of the City's rights and obligations under the following:

(i) All DWSD wholesale customer contracts related to the Regional Sewer System and related contracts with wholesale customers, including without limitation those contracts set forth in Schedule D attached hereto, as amended from time to time until the Effective Date.

(ii) Existing DWSD vendor contracts, including without limitation those contracts set forth in Schedule E attached hereto, as amended from time to time until the Effective Date.

(iii) City Residual Costs.

(b) As of the Effective Date, the Authority hereby assumes all of the City's obligations under the DWSD Sewer Bonds, including all the obligations to make payments of principal of and interest on the DWSD Sewer Bonds. The City hereby assigns, as of the Effective Date, any and all rights that the City has with respect to the DWSD Sewer Bonds. The DWSD Sewer Bonds shall be payable solely from the Net Revenues of the Sewer System and shall not constitute a full faith and credit obligation of the Authority. The provisions of the DWSD Master Sewer Bond Ordinance, as amended and restated by the Master Bond Ordinance, with respect to the outstanding DWSD Sewer Bonds being assumed by the Authority on the Effective Date shall constitute a contract between the Authority and the holders of the DWSD Sewer Bonds, and such provisions shall be enforceable by such holders against the Authority or any or all of its successors, by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction in accordance with law.

(c) As of the Effective Date, the City hereby assigns and the Authority hereby assumes all of City's rights and obligations under the contracts with bond insurers and surety bond providers with respect to the DWSD Sewer Bonds. The Authority agrees to provide continuing disclosure with respect to information within its control relating to the Authority, the Leased Sewer Facilities and the DWSD Sewer Bonds that the City would otherwise have had to disclose on an annual basis pursuant to continuing disclosure undertakings entered into by the City with respect to the DWSD Sewer Bonds.

(d) It is the intent of the parties that the execution and delivery of this Lease and the foregoing assignment and assumption set forth in subsections (a) and (b) shall not in any way impair any contracts with wholesale customers, Retail Sewer Customers, vendors, holders of DWSD Sewer Bonds or other parties in privity of contract with the City with respect to the Leased Sewer Facilities. The City, acting through DWSD, shall be responsible for obtaining, and shall use its best efforts to obtain, all necessary consents to the assignment of the vendor contracts set forth in Schedule E.

SECTION 4.2 DWSD Labor Contracts. The Authority shall be a successor employer for those DWSD employees who transfer their employment to the Authority, and the Authority shall assume and honor DWSD's collective bargaining agreements with respect to such employees set forth in Schedule F attached hereto.

SECTION 4.3 Retirement Obligations.

(a) As further consideration for the acquisition of the Regional Sewer System pursuant to this Lease, the Authority shall be required to pay that portion of the Pension Obligation allocable to the Regional Sewer System (the "Authority Pension Obligation") and that portion of the BC Note Obligation allocable to the Regional Sewer System (the "Authority BC Note Obligation"). The City agrees that it is liable for and shall be required to pay that portion of the Pension Obligation allocable to the Local Sewer System (the "City Pension Obligation") and that portion of the BC Note Obligation allocable to the Local Sewer System (the "City BC Note Obligation"). Amounts due for the Pension Obligation and the BC Note Obligation shall be allocated between the Authority and the City on the basis that such amounts are payable with respect to employees of the Authority and the City, respectively. As provided in the MOU, in further consideration for entering into the Lease and acquiring a leasehold interest in the Leased Sewer Facilities and the Regional Sewer System, the Authority shall have the option to issue one or more series of Bonds under the Master Bond Ordinance in order to fund all or a portion of the Pension Obligation.

(b) On or prior to the Effective Date, the Authority will enter into an agreement with the City and the GRS, which will set forth the net pension liability for the DWSD Pension Pool as of June 30, 2014, and pursuant to which the Investment Committee of the GRS will agree to provide to the Authority each year (i) a summary annual report that will continue to (A) track DWSD retirees, deferred retirees and active vested and non-vested members, pension benefits paid and pension liabilities separately from other GRS members and (B) allocate to DWSD-R and the Authority an undivided interest in administrative expenses and in investments in the GRS Plan, to enable the Authority to verify the appropriateness of allocations to the Authority, and (ii) an actuarial study that sets forth as of the year ending June 30 for which the study is performed the undivided interest in investments in the GRS Plan allocated to the DWSD Pension Pool, the DWSD-R Pension Pool and the Authority Pension Pool, respectively, and the net pension liability for the DWSD Pension Pool, the DWSD-R Pension Pool and the Authority Pension Pool, respectively. For each Fiscal Year commencing from and after July 1, 2023, on its normal schedule for determining the current Fiscal Year's contributions to GRS, GRS shall determine whether the net pension liability on a market value basis for the Authority Pension Pool (the "Authority Net Pension Liability") is fully funded at 100%. If the Authority Net Pension Liability is fully funded at 100% or more, no contributions for the current Fiscal Year will be required of the Authority. If the Authority Net Pension Liability is less than 100% funded, then the Authority shall make such level annual contributions to the GRS as necessary to amortize such shortfall over five (5) years at an interest rate equal to the then current GRS investment return assumption. Except for the additional payments required by this subsection (b), if any, the Authority shall have no further liability whatsoever to the City or the GRS in connection with any other shortfalls that that may occur with respect to the GRS Plan. The Authority Net Pension Liability shall be calculated by an actuary in good standing using actuarial standards of the actuary industry.

SECTION 4.4 General Assumption by Authority. In addition to the assumption by the Authority of the liabilities set forth in Sections 4.1, 4.2 and 4.3, as of the Effective Date, the Authority hereby assumes, accepts and becomes liable for all other lawful obligations, promises, covenants, commitments and other requirements of the City in respect of the Leased Sewer Facilities, whether known or unknown, contingent or matured, and shall perform all of the duties and obligations and shall be entitled to all of the rights of the City in respect of the Leased Sewer Facilities under any ordinances, agreements or other instruments and under law. Consistent with this Article IV, this assumption includes, and there shall be transferred to the Authority all licenses, permits, approvals or awards related to the Leased Sewer Facilities, all grant agreements, all grant pre-applications, the right to receive the balance of any funds payable by third parties under the agreements, the right to receive any amounts payable by third parties to the City on the Effective Date and amounts paid to the City after the Effective Date, as well as the benefit of contracts and agreements, and all of the City's duties, liabilities, responsibilities and obligations with respect to the Leased Sewer Facilities, except for any obligations or liabilities being contested in good faith by the Authority until such time as resolved.

(a) The assumptions, successions or transfers described under this Article IV shall include, but not be limited to, all of the following:

(i) All financial obligations secured by the Net Revenues of the Sewer System, including the DWSD Sewer Bonds.

(ii) Except for an amount equal to one month's O&M Expenses for the Local Sewer System, which shall remain with the City, all cash balances and investments relating to or resulting from the operation of the Sewer System, all funds held under the DWSD Master Sewer Bond Ordinance and related trust indenture for the DWSD Sewer Bonds, and all of the accounts receivable and choses in action arising from the operation of the Leased Sewer Facilities as well as all benefits of contracts and agreements relating thereto.

(iii) All office equipment used primarily by the Authority in connection with the Regional Sewer System, including, but not limited to, computers, records and files, software, and software licenses required for financial management, personnel management, accounting and inventory systems, and general administration.

(iv) Any other City Residual Costs.

(b) All lawful actions, commitments and proceedings with respect to the Leased Sewer Facilities, including, but not limited to, revenue bond financings for which a notice of intent resolution has been adopted, of the City or DWSD made, given or undertaken before the Effective Date are ratified, confirmed and validated as of the Effective Date. At the option of the Authority, all actions, commitments or proceedings undertaken and all actions, commitments or proceedings of the City or DWSD in respect of the Leased Sewer Facilities in the process of being undertaken by, but not yet a commitment or obligation of, the City or DWSD in respect of the Leased Sewer Facilities may, from and after the Effective Date, be undertaken and completed by the Authority in the manner and at the times provided in this Lease and in any lawful agreements made by the City or DWSD prior to the Effective Date.

## ARTICLE V - OPERATION, INSURANCE AND IMPROVEMENT OF LEASED SEWER FACILITIES

**SECTION 5.1 Operation of Leased Sewer Facilities.** The Authority agrees to operate the Leased Sewer Facilities for the purpose of furnishing sewer service to its customers in accordance with Applicable Laws and Prudent Utility Practices, all in a manner so as to provide sewer service to customers in the same or an improved manner as was provided by DWSD immediately prior to the Effective Date (collectively, the “Performance Standards”). In connection therewith, the Authority shall pay all costs of operating, using, repairing, maintaining, replacing, enlarging, extending, improving, financing and refinancing the Leased Sewer Facilities, including by way of illustration and not by way of limitation, all capital costs, utility rates and charges, fees and other amounts due under existing contracts, taxes and special assessments, salaries and other employment costs, permits and license fees and rents. The Authority shall not cause or permit any waste, damage or injury to the Leased Sewer Facilities and shall keep the Leased Sewer Facilities in good condition and repair (reasonable wear and tear, obsolescence and damage by act of God, fire or other causes beyond the control of the Authority excepted).

(a) The City designates the Authority as its agent for the purposes of applying for sewerage system construction permits under Part 41 of Act 451 of 1994, MCL 324.4101, *et seq.* (“Part 41”) for repairs, replacements and improvements at the wastewater treatment plant and at the common to all pump stations comprising part of the Leased Sewer Facilities, and authorizes the Authority to file plans and specifications with the Michigan Department of Environmental Quality (“MDEQ”) for all such projects. The City hereby designates the Authority as its agent for applying for sewerage system construction permits under Part 41 for repairs, replacements and improvements to the Leased Sewer Facilities at new or existing combined sewer overflow control facilities and for sewage transportation and conveyance facilities located within the City, and shall furnish the Authority with a letter authorizing the Authority to file plans and specifications with the MDEQ for all such projects, on a project specific basis.

(b) The City, acting through DWSD, administers and enforces an industrial pretreatment program approved by the MDEQ on June 26, 1997 in accordance with Rules 323.2301 – 323.2317 of the Michigan Administrative Code and the corresponding federal regulations set forth in 40 CFR Part 403 and is the “Control Authority” for the purposes of the industrial pretreatment program. The City shall do all things reasonable and necessary to retain its status as the Control Authority until the Authority adopts its own industrial pretreatment program and receives the MDEQ’s approval of that program. The Authority shall use its reasonable best efforts to submit an approvable industrial pretreatment program to the MDEQ by October 1, 2017. Until the Authority receives approval of its own industrial pretreatment program: (a) the City authorizes the Authority to act on its behalf and as its agent to administer and enforce DWSD’s approved industrial pretreatment program and to carry out DWSD’s rights and obligations as the Control Authority, including the right to bring enforcement actions in the name of DWSD; and (b) the Authority agrees to accept the foregoing authorization and to perform all of DWSD’s rights and obligations as the Control Authority in accordance with the applicable requirements of law. The parties understand and agree that the foregoing authorization of the Authority is in addition to and not in lieu of DWSD’s rights and obligations

to act as the Control Authority. The City shall provide the Authority with a copy of DWSD's industrial pretreatment program ordinance and all other rules, permits, agreements, plans, lists and other documents in its possession related to or necessary for the administration and enforcement of the industrial pretreatment program.

(c) The City acknowledges that its obligation to operate the Leased Sewer Facilities in accordance with Applicable Laws includes the obligation to comply with the provisions of NPDES Permit No. MI0022802 and Certificate of Coverage MIS040066 applicable to the Leased Sewer Facilities specified in Schedule C. Except to the extent caused by an act or omission of the City, the Authority shall be solely responsible for any noncompliance by the Leased Sewer Facilities with any Applicable Laws, including the correction of the noncompliance and payment of the costs thereof, and for the payment of any related fines, penalties, costs, losses or damages related thereto.

**SECTION 5.2 Insurance.** From and after the Effective Date, the Authority shall, at its own expense, keep the Leased Sewer Facilities insured against any casualty loss and shall also obtain and maintain public liability insurance (covering bodily and personal injury, property damage and contractual liability), automobile liability insurance and worker's compensation insurance for the operation of the Leased Sewer Facilities and the Regional Sewer System in commercially reasonable amounts, provided that the Authority shall not be required to carry a particular type of insurance coverage as set forth in this Section 5.2 during any period that such insurance is not available in the insurance market of the United States at commercially reasonable rates.

All such insurance shall name the City as an insured or an additional insured and as a certificate holder, as its interests may appear. Such coverage and policies shall not be materially modified or terminated without at least thirty (30) days' prior written notice to the City, unless comparable coverage is provided under the modified policy or in a replacement policy. Upon the City's request no more frequently than once a year, the Authority shall provide the City with copies of certificates of insurance showing the premiums fully paid and copies of the policies, including any endorsements.

The insurance required of the Authority by this Lease in the amounts, with the coverage and other features herein required, may be supplied by a fully funded self-insurance program of the Authority or a self-insurance pool in which the Authority is a participant; provided that such self-insurance program or pool will provide the coverage required herein.

**SECTION 5.3 Destruction or Taking of Leased Sewer Facilities.**

(a) If during the Term, any portion of the Leased Sewer Facilities is damaged or destroyed by fire or other casualty, the Authority shall repair, restore, rebuild or replace the damaged or destroyed portion of the Leased Sewer Facilities and complete the same as soon as reasonably possible (subject to the adjustment and receipt of insurance proceeds, if any, and the Master Bond Ordinance), to at least the condition they were in prior to such damage or destruction, except for obsolescent facilities or changes in design or materials as may then be necessary to achieve the Performance Standards.



(b) In the event of any taking of the Leased Sewer Facilities or any part thereof in or by condemnation or other eminent domain proceedings pursuant to any Applicable Laws, or by reason of the temporary requisition of the use or occupancy of the Leased Sewer Facilities or any part thereof by any governmental authority (each a "Taking"), the Authority shall promptly notify the City upon receiving notice of such Taking or commencement of proceedings therefor. The Authority shall then, if requested by the City, file or defend its claim thereunder and prosecute the same with due diligence to its final disposition. Subject to the terms of the Master Bond Ordinance, all proceeds or any award or payment in respect of any taking are hereby assigned and shall be paid to the Authority, and the Authority is permitted to take all steps reasonably necessary in its discretion to notify the condemning authority of such assignment. Such award or payment shall be applied to the Leased Sewer Facilities as necessary to achieve the Performance Standards.

(c) If the Leased Premises or any portion thereof shall be in whole or in part destroyed or damaged as a result of any cause whatsoever, or a Taking occurs with respect to the Leased Sewer Facilities or any portion thereof, there shall be no abatement, diminution or reduction in any Lease Payment payable hereunder.

(d) The City agrees that it shall not commence any proceedings against the Leased Sewer Facilities that would constitute a Taking of all or any part of the Leased Sewer Facilities if the effect of such Taking is to render it impracticable for the Leased Sewer Facilities to furnish sewer service to the Authority's customers in accordance with the Performance Standards.

#### SECTION 5.4 Improvements to Leased Sewer Facilities.

(a) During the Term, the Authority shall be entitled to make such rehabilitation of and replacements and improvements to the Leased Sewer Facilities as it determines to be necessary in order to keep the Leased Sewer Facilities in compliance with the Performance Standards. In connection therewith, the Authority shall for each Fiscal Year prepare and approve a Capital Improvement Program, which shall set forth the improvements to the Leased Sewer Facilities that the Authority proposes to undertake during the next five (5) Fiscal Years.

(b) In addition, during the Term, the Authority shall review and revise as necessary the DWSD sewer master plan. In reviewing the plan, the Authority shall use its best efforts to maximize utilization of the capacity in the Regional Sewer System so that economies of scale may be realized, shall take into account the needs of the Authority's service area in planning and operating the Regional Sewer System, shall strive to become the provider of choice for southeastern Michigan and shall consider incentives for customers to utilize the Regional Sewer System for their wastewater flow needs.

SECTION 5.5 Liability of the Incorporating Municipalities for Authority Costs and Expenses. It is understood and agreed by the parties that each of the Incorporating Municipalities shall be under no obligation to pay any of the costs and expenses incurred by the Authority for the operation, maintenance, management, repair or improvement of the Leased Sewer Facilities pursuant to this Article V except for those costs and expenses which may be

properly allocable to each of the Incorporating Municipalities as a customer of the Regional Sewer System through the rates established by the Authority pursuant to Section 5.6.

SECTION 5.6 Adoption of Budget; Establishment of Rates for Use of Leased Sewer Facilities.

(a) On or prior to the Effective Date, the Authority shall adopt a budget for the Regional Sewer System for the period from the Effective Date through June 30, 2016, which shall be based on a bi-furcation between the Regional Sewer System and the Local Sewer System of the budget adopted by DWSD relating to the Sewer System for the Fiscal Year beginning July 1, 2015. Commencing with the Fiscal Year beginning July 1, 2016, the Authority shall adopt a two-year budget for the Regional Sewer System for the following two Fiscal Years that sets forth budgeted Revenues and expenses for each such Fiscal Year. The budgeted expenses for each such Fiscal Year shall equal the sum of the projected expenses and revenue requirements for the Regional Sewer System for each such Fiscal Year (collectively, the "Authority Revenue Requirement"), including without limitation all of the following:

- (i) O&M Expenses of the Regional Sewer System;
- (ii) The amounts necessary to pay the principal of and interest on all Bonds and to restore any reserves therefor established in the Master Bond Ordinance;
- (iii) The Lease Payment, which shall be a common-to-all charge;
- (iv) The Authority Pension Obligation and the Authority BC Note Obligation;
- (v) The amount necessary to be deposited to the WRAP Fund, which shall be a common-to-all charge equal to 0.5% of the base budgeted operating Revenues for the Regional Sewer System for such Fiscal Year;
- (vi) The amounts needed to make the required deposits to the Authority Regional Extraordinary Repair and Replacement Account of the Extraordinary Repair and Replacement Reserve Fund and the Authority Regional Improvement and Extension Account of the Improvement and Extension Fund in the Master Bond Ordinance; and
- (vii) The amount necessary to satisfy the coverage ratios required by the rate covenant to be included in the Master Bond Ordinance (collectively, the "Rate Covenant").

(b) The Authority shall for each Fiscal Year fix and approve rates and charges to its customers in an amount that is expected to produce Revenues sufficient to satisfy the Authority Revenue Requirement. In connection with the determination by the Authority of the rates and charges applicable to Retail Sewer Customers in the City for such Fiscal Year, the City shall receive a credit in the amount of \$5,516,000, representing the amount due to the City pursuant to a settlement relating to the Sewer System in recognition of the City's ownership of the Sewer System and support of the rate structure for the Sewer System.

(c) As provided in the MOU, through the Fiscal Year ending June 30, 2025, the Sewer System is assumed to experience annual increases in the Authority Revenue Requirement of not more than 4%; provided however, this limitation shall not be applicable if the Authority Revenue Requirement must increase beyond the 4% assumption in order to satisfy the Rate Covenant or to pay the cost of improvements to the Leased Sewer Facilities that are required to be made by Applicable Laws.

(d) The City acknowledges that all Revenues received from customers in the City, including Revenues derived exclusively from the Local Sewer System, are the property of the Authority and will be deposited as received in the Receiving Fund in the Master Bond Ordinance and applied as provided in the Master Bond Ordinance, including amounts deposited in the Budget Stabilization Fund. As a result, the City agrees to provide the Authority with a budget for the Local Sewer System as provided in the Water and Sewer Services Agreement.

#### SECTION 5.7 Water and Sewer Services Agreement.

(a) The City and the Authority shall enter into the Water and Sewer Services Agreement. The Authority, in consideration of the Lease and the City's assignment of the Revenues to the Authority, will provide sewer services to Retail Sewer Customers. All Revenues, as a result, are the exclusive property of the Authority. By virtue of the assignment set forth in the first paragraph of Section 3.3, the City and the Authority agree that the Authority shall have the right to charge, bill and collect directly from Retail Sewer Customers for water services provided by the Authority to such customers based upon rates established by the Authority. The City acknowledges that (i) the Retail Revenues shall be included in and constitute part of the Net Revenues of the Sewer System and (ii) the City shall have no property interest in the Revenues prior to the end of the Term, which shall be the exclusive property of the Authority. The Water and Sewer Services Agreement provides that the City shall act as agent for the Authority with respect to the provision of water services to the Retail Sewer Customers of the City as set forth therein.

(b) As provided in the Water and Sewer Services Agreement and the MOU, the City shall have the right to continue to operate and retain employees to operate, maintain, repair and improve the Local Sewer System and the Detroit Local Sewer Facilities, including capital improvements and repairs thereto.

(c) Prior to the Effective Date, the City, acting through its Board of Water Commissioners, and the Authority shall each adopt ordinances that will authorize the Authority to take all such actions necessary to charge and collect rates and charges for sewer services as described in this Section 5.7. Such rates and charges shall be a lien on the premises for which the services have been provided. Amounts delinquent for six (6) months or more may be certified annually to the City's Board of Assessors to be entered upon the next tax roll against the premises to which the services have been rendered. Such lien may be enforced by the City on behalf of the Authority or the Authority directly in the manner prescribed in the City Charter or by other applicable law for the enforcement of tax liens.

SECTION 5.8 Sale or Disposition of Leased Sewer Facilities or Detroit Local Sewer Facilities.

(a) Subject to the Master Bond Ordinance, the Authority, following notice to the City, shall have the right to sell or dispose of any of the Real Property or Personal Property that constitutes part of the Leased Sewer Facilities if the Authority determines that such Real Property or Personal Property is not or is no longer needed or useful in connection with the operation of the Leased Sewer Facilities or that such sale or disposition will not impair the operating efficiency of the Leased Sewer Facilities or reduce the ability of the Authority to satisfy the Rate Covenant as provided in the Master Bond Ordinance. To the extent necessary to accomplish such a sale of Personal Property, the Lease also constitutes a quit claim transfer by the City of any residual property rights it may have in and to such Personal Property. The City shall cooperate with the Authority in arranging the execution and delivery of a deed for the disposition of any Real Property. The Mayor of the City or his designee may execute any such deed or instrument of transfer. The proceeds of any such sale shall be deposited in the Receiving Fund established by the Master Bond Ordinance.

(b) If the City sells or disposes of any real or personal property that constitutes part of the Detroit Local Sewer Facilities that was paid for in whole or in part with common-to-all funds, the proceeds of such sale or disposition shall be paid to the Authority in the same proportion that common-to-all funds were used to pay the purchase price, for deposit in the Receiving Fund established by the Master Bond Ordinance.

(c) In connection with the sale or disposition of any of the Leased Sewer Facilities or any of the Detroit Local Sewer Facilities that were paid for in whole or in part with common-to-all funds, the City and the Authority shall cooperate and use their best efforts to sell such property at market value, exchange such property for other property of similar value or sell such property as otherwise agreed to by the parties.

SECTION 5.9 Miscellaneous Provisions Related to Operation, Maintenance and Improvement of Leased Sewer Facilities.

(a) The City shall assist the Authority to obtain an annual permit for permission to use streets, highways, alleys, and/or easements within the City for the purpose of operating and maintaining and constructing improvements to the Leased Sewer Facilities. In the event of such construction, the Authority shall request the City to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the Authority. The Authority shall give the City notice of any construction work in the City. The Authority shall comply with any of the City's ordinances that apply to the construction, and the City shall inform the Authority of the applicable ordinances. The Authority and the City shall meet to review the construction and its impact on their respective operations. The Authority shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place. The improvements shall become part of the Leased Sewer Facilities.

(b) Should future construction by any federal, state or county agency require relocation of a wastewater interceptor, meter facility or other facility of the Leased Sewer

Facilities, the cost incurred by the Authority for such relocation, if not reimbursed by the entity requiring the relocation, will be charged in future rates as a common-to-all cost to all Regional Sewer System customers, or as a customer specific cost to a specific customer or customers for the relocation of a customer specific facility.

(c) Subject to the provisions of Section 5.9(a) and to the extent that City has jurisdiction, the Authority shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within the City for the purpose of operating and maintaining and constructing improvements to the Regional Sewer System, including the relocation of wastewater interceptors, meter facilities or other Leased Sewer Facilities. This consent by the City is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the Authority shall provide the City with a written explanation of the type of easement required and the duration thereof.

(d) Where possible, each party shall give the other party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in metering facilities. Access shall not be unreasonably denied by either party.

## ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1 Events of Default. The term “Event of Default” means, whenever used in this Lease, the occurrence of any one of the following events on or after the Effective Date:

(a) The Authority’s failure to pay any Lease Payment (without setoff, recoupment, or other deduction of any kind) when due.

(b) The Authority’s failure to fully perform and comply with any of the other terms, conditions or provisions of this Lease within ninety (90) days after delivery to the Authority of a written notice from the City specifying such failure.

(c) The City’s failure to fully perform and comply with any of the terms, conditions or provisions of this Lease within ninety (90) days after delivery to the City of a written notice from the Authority specifying such failure.

## SECTION 6.2 Remedies.

(a) If an Event of Default set forth in Section 6.1(a) or (b) occurs, the City, subject to Article VIII, shall have all rights and remedies available to the City at law or in equity, including specific performance.

(b) If an Event of Default set forth in Section 6.1(c) occurs, the Authority, subject to Article VIII, shall have all right and remedies available to the Authority at law or in equity, including specific performance.

(c) Notwithstanding anything else to the contrary in this Section 6.2, so long as Bonds are outstanding, neither the City nor the Authority shall have any right to terminate this Lease at any time prior to the end of the Term, whether or not an Event of Default has occurred.

(d) The City's or the Authority's failure to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy for breach of or Event of Default under this Lease shall not constitute a waiver of any such breach or Event of Default. Similarly, the City's acceptance of full or partial Lease Payments during any such breach by or Event of Default attributable to the Authority shall not constitute a waiver of any such breach or Event of Default. No waiver of any breach or Event of Default shall affect or alter this subsection and every term, covenant, condition and provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach or Event of Default.

(e) Subject to Section 6.2(c) and Article VIII, each right and remedy provided in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or later existing at law or in equity either by statute or otherwise. The City's or the Authority's exercise of any one or more of its rights or remedies shall not preclude the City's or the Authority's simultaneous or later exercise of any or all of its other rights or remedies hereunder.

## ARTICLE VII – COVENANTS OF THE CITY AND THE AUTHORITY

SECTION 7.1 Covenants of the City. Throughout the Term, the City covenants and agrees as follows:

(a) The City shall not create, assume or suffer to exist, directly or indirectly, any lien, encumbrance or security interest of any kind on the Leased Sewer Facilities or the Detroit Local Sewer Facilities.

(b) The City shall take all action reasonably necessary to cure any defects in title to the Leased Sewer Facilities, and at the request of the Authority, shall grant any license, easement or right-of-way in connection with the Leased Sewer Facilities to the extent the Authority has not been empowered to take these actions. The expense of curing any such title defects shall be borne by the customer class or classes to which the cost of such Leased Sewer Facilities was originally allocated or, if such allocation is not available, shall be borne by the Authority on a common-to-all basis.

(c) The City shall provide or cause to be provided to that portion of the Leased Sewer Facilities situated within the jurisdictional limits of the City public services (including but not limited to police, firefighting, lighting and emergency services) at least at the same level of service provided to other utilities and governmental facilities in the City.

(d) The City shall, to the extent reasonably requested by the Authority, adopt such environmental ordinances and regulations as are approved by the Authority from time to time in order for the Authority to comply with the Performance Standards.

(e) The City shall, to the extent reasonably requested by the Authority, cooperate with and assist the Authority in assigning, transferring or obtaining, as the case may be, any permits that are necessary for the operation by the Authority of the Leased Sewer Facilities.

(f) The City shall, to the extent reasonably requested by the Authority, grant the Authority the right and authority to receive any grant proceeds to which the City would otherwise be entitled in respect of the Leased Sewer Facilities, and to cooperate in all reasonable respects with the Authority in making application for such proceeds.

(g) If, as of the Effective Date, the City has commenced planning or construction of capital improvements to any of the Leased Sewer Facilities, the City shall not withhold, condition or delay concurrence with any Authority action necessary to complete the capital improvements in accordance with its obligations under Applicable Laws.

**SECTION 7.2 Covenants of the Authority.** Throughout the Term, the Authority covenants and agrees as follows:

(a) The Authority shall not take any action to impair the rights or remedies of the holders of the DWSD Sewer Bonds; provided, however, for the avoidance of doubt the Authority is permitted to take actions permitted by the Master Bond Ordinance. From and after the Effective Date, the Authority shall pay when due all of the principal of and interest on the DWSD Sewer Bonds, provided that such payments shall be payable solely from the Net Revenues of the Sewer System in accordance with the Master Bond Ordinance and shall not constitute a full faith and credit obligation of the Authority.

(b) The Authority shall cooperate fully with the City in the implementation of the Detroit Capital Improvement Program, including the financing through the Authority of the Detroit Capital Improvement Program and in obtaining any permits necessary for the construction of the Detroit Capital Improvement Program.

(c) The Authority will cooperate with the City in obtaining permits that are necessary for the operation of the Local Sewer System.

(d) The Authority will not withhold the Lease Payment or Revenues required to pay the City's O&M expenses for the Local Sewer System, provided that such payment shall be made consistent with the flow of funds in the Master Bond Ordinance.

(e) The Authority will cooperate with the City's efforts to make repairs and construct improvements to the Local Sewer System in the vicinity of the Leased Sewer Facilities.

(f) The Authority shall provide at least 60 days' notice to and coordinate with the City any planned disposition of any of the Real Property which comprises a portion of the Leased Sewer Facilities or any of the Personal Property which comprises a portion of the Leased Sewer Facilities used by the City and the Authority pursuant to the Shared Services Agreement.

## ARTICLE VIII – DISPUTE RESOLUTION

### SECTION 8.1 Disputes; Resolution.

(a) The Authority and the City shall each designate in writing to the other from time to time a representative who shall be authorized to resolve any dispute relating to the

subject matter of this Lease in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of such party to make decisions by mutual agreement.

(b) The City and the Authority each agree (i) to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged written records, information and data pertaining to any such dispute.

(c) If any dispute relating to the subject matter of this Lease is not resolved between the City and the Authority pursuant to this Section 8.1 within 30 days (or such later date agreed to by the parties) from the date on which a party provides written notice to the other party of such dispute and of the notifying party's position on the disputed matter, then upon written notification by either party to the other party, such dispute shall be settled exclusively and finally by arbitration in accordance with Section 8.2. During the pendency of any dispute and until such dispute is resolved as provided in Section 8.2, the City and the Authority shall continue to operate under the terms of this Lease.

#### SECTION 8.2 Arbitration.

(a) It is specifically understood and agreed that any dispute or claim arising under or relating to this Lease that cannot be resolved between the City and the Authority, including any matter relating to the interpretation or performance of this Lease, shall be submitted to arbitration irrespective of either the magnitude thereof or the amount in dispute.

(b) Each arbitration between the City and the Authority shall be conducted pursuant to the Uniform Arbitration Act, Act No. 371, Public Acts of Michigan, 2012 ("Act 371"). In the event of any conflict between the provisions of this Agreement and Act 371, the provisions Act 371 shall prevail.

(c) The arbitration shall be conducted before a panel composed of three arbitrators (the "Arbitration Panel"). Each party shall appoint an arbitrator, obtain its appointee's acceptance of such appointment and deliver written notification of such appointment and acceptance to the other party within 15 days after delivery of a notice of arbitration. The two arbitrators appointed by the City and the Authority shall jointly appoint the third (who shall be the chairperson), obtain the acceptance of such appointment and deliver written notification of such appointment within 15 days after their appointment and acceptance.

(d) Any arbitration commenced hereunder shall be completed within 120 days after the appointment of the Arbitration Panel absent agreement of the City and the Authority to the contrary. Further, absent agreement of the City and the Authority or, upon request of one of the parties, an order of the Arbitration Panel to the contrary: (i) all discovery shall be completed within 60 days after the appointment of the Arbitration Panel; (ii) each party shall be limited to a maximum of 5 depositions; (iii) each deposition shall be completed within a maximum period of two consecutive 8-hour days; (iv) each party shall be limited to 2 expert witnesses; and (v) interrogatories shall be limited to a maximum of 50 single issues without sub-parts. The City and the Authority waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages or otherwise expressly provided for



herein, and the Arbitration Panel is specifically divested of any power to award such damages. The Arbitration Panel shall have the power to award injunctive or other equitable relief. All decisions of the Arbitration Panel shall be pursuant to a majority vote. Any interim or final award shall be rendered by written decision.

(e) If either the City or the Authority fails to appoint its arbitrator within 15 days after delivery of a notice of arbitration, or if the two arbitrators appointed cannot agree upon the third arbitrator within 15 days after appointment of the second arbitrator, then the required arbitrator(s) shall be appointed by the American Arbitration Association or as otherwise agreed by the City and the Authority.

(f) No arbitrator shall be a past or present employee or agent of, or consultant or counsel to, either the City or the Authority or any affiliate of either the City or the Authority.

(g) The Authority and the City shall each bear the out-of-pocket costs and expenses of their respective arbitrator, attorneys and witnesses, and they shall each bear one-half of the out-of-pocket costs and expenses of the chairperson of the Arbitration Panel and all administrative support for the arbitration.

SECTION 8.3 Appeals of Arbitration Awards and Decisions. The City or the Authority may appeal an award or decision issued by the Arbitration Panel for the reasons set forth in Section 23 of Act 371 (MCL 691.1703).

SECTION 8.4 Enforcement of Arbitration Awards and Decisions. The City or the Authority may enforce any awards or decisions of the Arbitration Panel issued under Section 8.2 pursuant to Section 22 of Act 371 (MCL 691.1702). The remedies provided in this Article VIII shall be the sole and exclusive remedies of the parties with respect to any claim, dispute or Event of Default under this Lease. The City and the Authority agree not to bring, or cause to be brought, in a court of law any action, proceeding or cause of action whatsoever with respect to any such claim, dispute or Event of Default, other than as necessary to enforce the award or decision of the Arbitration Panel as provided in this Section 8.4.

## ARTICLE IX - MISCELLANEOUS

SECTION 9.1 Entry. The City, through its officers, agents, or employees, shall have the right to enter upon and inspect any of the Leased Sewer Facilities at such reasonable times upon reasonable notice as the City and the Authority may select for the purpose of verifying the Authority's compliance with its obligations under this Lease.

SECTION 9.2 Amendment to Lease. This Lease may be amended from time to time by agreement of the City and the Authority. Any such amendment shall not be effective unless the amendment is in writing and is executed by the Mayor of the City and the duly authorized officers of the Authority; provided, however, that this Lease shall not be subject to any amendment which would in any manner affect either the security for the Bonds or the prompt payment of the principal of and interest thereon.

SECTION 9.3 No Personal Liability. The covenants and obligations made, assumed by or imposed upon the City and the Authority in this Lease are those of the City or the Authority

and not of any agent, officer or employee of the City or any trustee, agent, officer or employee of the Authority in his or her individual capacity and no recourse shall be had for the payment of the Lease Payment or any other moneys required to be paid by this Lease or for the performance of any other obligation required of the City or the Authority under this Lease against any agent, officer or employee of the City or any trustee, agent, officer or employee of the Authority or any person executing or attesting to this Lease or the Master Bond Ordinance so long as such agent, officer or employee of the City or trustee, agent, officer or employee of the Authority or person executing or attesting to this Lease or the Master Bond Ordinance is acting in good faith and within the duly authorized scope of his or her duties.

SECTION 9.4 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the City and the Authority, as the case may be, at the City's Address and the Authority's Address, respectively. The City and the Authority may by written notice designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

SECTION 9.5 Entire Agreement. This Lease contains all agreements between the parties with respect to the Leased Sewer Facilities, and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the parties, unless reference is made thereto herein.

SECTION 9.6 Severability. If any clause, provision or section of this Lease shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

SECTION 9.7 No Assignment. Neither party may assign this Lease or any of its rights hereunder.

SECTION 9.8 Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure event. For purposes of this Lease, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, tornado, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of the claiming party or its suppliers, that prevent the claiming party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Lease.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SECTION 9.10        Waiver. The waiver by the City of any breach by the Authority of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The waiver by the Authority of any breach by the City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 9.11        Captions. The captions or headings in this Lease are for convenience only and in no way define, limit the scope or intent of any provision of this Lease.

SECTION 9.12        Applicable Law. This Lease shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State.

SECTION 9.13        Quiet Enjoyment. The City covenants that the Authority, upon compliance with the terms of this Lease, shall peacefully and quietly have and hold and enjoy the Leased Sewer Facilities for the term herein provided, subject to any and all rights of the City under this Lease.

SECTION 9.14        Binding Effect. This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors.

IN WITNESS WHEREOF, the CITY OF DETROIT and the GREAT LAKES WATER AUTHORITY have executed this Lease by its duly authorized officers as of the day and year first above written.

CITY OF DETROIT

By: Phil E. O'Neil

Its: Mayor

GREAT LAKES WATER AUTHORITY

By: Robert J. Rudek

Its: Chairperson

And: Paul J. Sullivan

Its: Secretary

Approved on May 18, 2015 by City of Detroit Financial Review Commission

**SCHEDULE A**

**LEASED SEWER FACILITIES**

Real Property: The Real Property shall include the following described land, buildings, basins, pump stations, outfalls, storage facilities, other structures, improvements, easements, access rights, rights of way, permits and leases, together with all other easements, access rights, rights of way, permits, licenses and leases related thereto and not set forth in this Schedule A, and shall also include the buildings, basins, pump stations, outfalls, storage facilities, screens, meters, control gates, interceptors and collection lines set forth in Figure 1 to this Schedule A and all appurtenances related thereto. The Real Property shall also include certain areas of the buildings located at 735 Randolph Street and 6425 Huber Avenue in the City of Detroit that will be made available as work space and leased to the Authority, such areas to be set forth in an amendment to this Schedule A to be executed by the Director of DWSD and the Mayor of the City or his designee and the Director and the Chairperson of the Authority on or prior to the Effective Date.

Schedule A: Real Property SEWER

<b>Name of Project</b>	<b>Property ID</b>	<b>Property Name</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>County</b>
CSO		B001	14728 E. Jefferson	Detroit	48214	Wayne
CSO		B001	14737 E. Jefferson	Detroit	48214	Wayne
CSO		B056	16500 Tireman	Detroit	48228	Wayne
CSO		B036, B37, B38, B39, B40, B41	168 S. Morrell	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	194 S. Morrell	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	260 S. Morrell	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	321 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	325 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	402 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	415 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	421-423 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	427 S. Junction	Detroit	48209	Wayne

CSO		B036, B37, B38, B39, B40, B41	436 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	502 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	512 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	520 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5630 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5637 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5638 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5644 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5648 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5649 Harvey	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5653 Harvey	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5654 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5660 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5661 Harvey	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5664 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5672 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5674 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5677 Reeder	Detroit	48209	Wayne
CSO Basin		Conner Creek	11900 Freud	Detroit	48215	Wayne
CSO Basin		Oakwood	12325 Pleasant	Detroit	48217	Wayne
CSO Basin		Oakwood	12333 Pleasant	Detroit	48217	Wayne
CSO Basin		Oakwood	12343 Pleasant	Detroit	48217	Wayne
CSO Basin		Oakwood	12401 & 12407 Pleasant	Detroit	48217	Wayne
CSO Basin		Seven Mile	19610 Shiawassee	Detroit	48219	Wayne
CSO Basin		Leib	2179 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2183 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2189 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2198 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2198 Mt.	Detroit	48207	Wayne

			Elliott			
CSO Basin		Leib	2207 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2211 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2219 Meldrum	Detroit	48207	Wayne
CSO Basin		Seven Mile	23500 W. Seven Mile Rd.	Detroit	48219	Wayne
CSO Basin		Puritan Fenkell	23701 Fenkell	Detroit	48223	Wayne
CSO Basin		Puritan Fenkell	23740 Fenkell	Detroit	48223	Wayne
CSO Basin		Puritan Fenkell	23860 Fenkell	Detroit	48223	Wayne
CSO Basin		Leib	6325 Kercheval	Detroit	48207	Wayne
CSO Basin		Leib	6331 Kercheval	Detroit	48207	Wayne
CSO Basin		Leib	6337 Kercheval	Detroit	48207	Wayne
CSO Basin		Oakwood	700 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	714 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	715 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	726 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	727 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	733 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	750 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	751 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	756 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	762 Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	763 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	780 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	792 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	804 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	820 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	826 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	832 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	838 S. Liddesdale	Detroit	48217	Wayne
CSO Outfall		B067	12600 Dolson	Detroit	48223	Wayne

CSO Outfall		B067	12606 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12612 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12618 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12626 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12632 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12750 Lahser	Detroit	48223	Wayne
CSO Outfall		B001	14742 E. Jefferson	Detroit	48215	Wayne
CSO Outfall		B056	7807 Spinoza	Detroit	48228	Wayne
CSO Outfall		B054	21800 W. Warren	Detroit	48228	Wayne
CSO Outfall		B054	21800 W. Warren	Detroit	48239	Wayne
CSO Outfall		B069	22301 Schoolcraft	Detroit	48223	Wayne
CSO Outfall		B064	22340 Plymouth	Detroit	48239	Wayne
CSO Outfall		B069, B070	22301 Schoolcraft	Detroit	48223	Wayne
CSO Outfall		B056	7807 Spinoza	Detroit	48228	Wayne
ISD		ISD-002	7833 Wetherby	Detroit	48210	Wayne
ISD		ISD-003	9137 Livernois	Detroit	48204	Wayne
ISD, PG, Level		ISD-006, PG002, L107	4233 Fourth	Detroit	48201	Wayne
ISD, PG, Level		ISD-006, PG002, L107	4245 Fourth	Detroit	48201	Wayne
Levels		L146	774 S. Liddesdale	Detroit	48217	Wayne
Other Holdings/OUT-CITY	PC-261 P-1	Vacant Land.	Garfield & Clinton River	Clinton Twp.		Macomb
Other Holdings/OUT-CITY	PC-262 P-2	Vacant Land.	14 Mile & Edison Corridor	Sterling Heights		Macomb
Other Holdings/OUT-CITY	PCI-243 P-1	Vacant Land Sewage Lift Station	Dequindre & Avon	Avon Twp.		Oakland
Other Holdings/OUT-CITY	PCI-9 P-6	Easement for sewer retained in sale of DWSD property to MDOT. See Job #94-22.	Utica at M-59	Utica		Macomb
Pollution Control	PC-401	Inflow Abatement Facilities. Project includes work at 34 sites within City of Detroit.		Detroit		Wayne
Pollution Control	PC-665	WWTP Pump ST A 2 Project. Includes tunnel and ash pipelines, track relocation and license for at grade crossing. See Job #s 87-21, 89-1 , & 89-44.		Detroit		Wayne



Pollution Control	PC-263 P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High). Contract for Sewer		Detroit		Wayne
Pollution Control	PC-263A P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control	PC-263A P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control	PC-263A P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control	PC-662 663	General file for Sewer Repair at Gratiot and Mt. Elliott and 7 Mile and Van Dyke. Contains Business interruption Lawsuit, Easements, Claims, Correspondence Leases etc. See 90-09 and 90-15		Detroit		Wayne
Pollution Control	'PCS-29	Proposed Flora Street Sewer Repair (Detroit) file indicates work never started. See Job #'s 74-.6 & 88-4		Detroit		Wayne
ISD007	ISD007	ISD007	1100 Atkinson St	Detroit	48202	Wayne
ISD008	ISD008	ISD008	12500 Hamilton Ave	Highland Park	48203	Wayne
CSO Outfall	B067	B-67, Lahser Rd. & Dolson Outfall Sites	12540 Lahser Rd.	Detroit	48219	Wayne
CSO Outfall	B080/B081	B-80, B-81 Outfall Sites & Lot across street included	22701 West McNichols	Detroit	48219	Wayne
CSO Outfall	B077	B-77 Puritan East of Rouge River Outfall Sites	23510 Puritan	Detroit	48238	Wayne
ISD	ISD004	ISD004	5600 Joy Road	Detroit	48204	Wayne
CSO Outfall	B056	B-56 Tireman East of Rouge River Outfall Sites	7807 Spinoza	Detroit	48228	Wayne
ISD	ISD002	ISD002	7840 Wetherby St	Detroit	48210	Wayne
ISD	ISD011	ISD011	9020 Conant St	Hamtramck	48212	Wayne
ISD	ISD003	ISD003	9055 Livernois Ave	Detroit	48204	Wayne

CSO Outfall	B060	B-60 West Chicago East of Rouge River Outfall Sites	9342 Spinoza	Detroit	48228	Wayne
CSO Outfall	B071/B072	B071/B072 Lyndon East of Rouge River outfall Sites	22650 Lyndon	Detroit	48223	Wayne
Valve Remote/Flow Control Gate	VR-14	VR-14 8 Mile & Southfield Sluice Gate	18141 Westhaven	Southfield	48075	Oakland
Valve Remote/Flow Control Gate	VR-8	VR-8 Hubbell & Southfield Sluice Gate	17301 Michigan	Dearborn	48126	Wayne
Valve Remote/Flow Control Gate	VR-9	VR-9 Warren & Pierson Sluice Gate	20650 W. Warren	Detroit	48228	Wayne
Pollution Control Interceptors	PCI-22 P-1			Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-1			Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-1	12'-Foot Easement		Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-1	An Easement for Water Main		Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-10B	license agreement for private grade crossing on Conrail property and a lease of Conrail delta triangle for DWSD facilities in connection with WWTP operations		Detroit		Wayne
Pollution Control Interceptors	PCI General	General file for pollution control Interceptor sewer projects. Agreements with various city and county agencies for sewer work.				
Pollution Control Interceptors	PCI-21 P-1	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-1	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-1	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-1	30' Wide Permanent Water Board Easement		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne

Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-4	License agreement for sewer from Penn Central RR.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-5	30ft wide Permanent Easement		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-5	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne

Pollution Control Interceptors	PCI-22 P-10A	Purchase of railroad property for sewer. AKA Delta Spur.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-10A	Purchase of railroad property for sewer. AKA Delta Spur.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-11	20' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-11	20' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-2	Irregular shaped easement for sewer by AWO.		Detroit		
Pollution Control Interceptors	PCI-22 P-3	Triangular easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-5	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-5	Irregular shaped easement for sewer by AWO.		Detroit		Wayne

Pollution Control Interceptors	PCI-22 P-5	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-6	Easement for sewer under railroad by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-7	30' easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-7	30' easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-7	30' easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-7 8	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-8	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-9	Easement for sewer under railroad by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-13	7.5' Easement for sewer replacement by AWO. Also see Job# 83-8 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-14	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-15	7.5' Easement for sewer replacement by AWO. Also see Job #87-77 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-16	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-17	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-18	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-19	7.5' Easement for sewer replacement by AWO. Also see Job #83-7 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-20	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-22	7.5' Easement for sewer replacement by AWO. Also see Job #87-79 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-23	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-24	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-25	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne

Pollution Control Interceptors	PCI-48 P-26	7.5' Easement for sewer replacement by AWO. Also see Job #84-4 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-27	7.5' Easement for sewer replacement by AWO. City owned land. No agreement on file		Detroit		Wayne
Pollution Control Interceptors	PCI-5 P-1	20' Underground sewer easement by agreement with Grand Trunk Western Railroad Company. Original easement granted under old project #PE-1.		Detroit and Warren		Wayne and Macomb.
Pollution Control Interceptors	PCI-5 P-1B	Irregular shaped easement for sewer by AWO. Original easement granted under old #PE-13.		Detroit		Wayne
Pollution Control Interceptors	PC-263 P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control System	PCS-40	Rivard Relief Sewer Request for easement In Finney High School Property		Detroit		Wayne
Pollution Control System	PCS-48	General file for lateral sewer replacement. Contains Maps, Plans, Design, and Correspondence. Easement needed Is 7.5 ft. per lot for a total 15 foot easement		Detroit		Wayne
Pollution Control System	PCS-48 P-10	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-11	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-12	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-6	7.5' Easement for sewer replacement by AWO. See also Job #84-11. Encroachment for orange.		Detroit		Wayne
Pollution Control System	PCS-48 P-9	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-1	7.5' Easement for sewer repair by AWO. No formal agreement In file. City owned property.		Detroit		Wayne

Pollution Control System	PCS-48 P-2	7.6' Easement for sewer repair by AWO. No formal agreement in file. City owned property.		Detroit		Wayne
Pollution Control System	PCS-48 P-3	7.5' Easement for sewer repair/replaced by AWO. Also see Job #83-4. Encroachment for garage.		Detroit		Wayne
Pollution Control System	PCS-48 P-4	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-5	7.5' Easement for sewer replacement by AWO. See also Job #84-11. Encroachment for garage		Detroit		Wayne
Pollution Control System	PCS-48 P-6	7.5' Foot Permanent Easement				Wayne County
Pollution Control System	PCS-48 P-7	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-8	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-9 P-10	7.5 Foot Permanent Easement.		Detroit		Wayne County
Precipitation Gauge		PG014	13297 E. McNichols	Detroit	48219	Wayne
Precipitation Gauge		PG014	17109 Hickory	Detroit	48205	Wayne
Railroad Agreements	Conrail	License Agreement for Meter Control Facility.		Shelby Township		Macomb
Railroad Agreements	Conrail	Old Penn Central License Agreement (now owned by Conrail) for sewer crossing under tracks. See PCI-9, P-7		Utica		Macomb
Railroad Agreements	Conrail	1989 Agreement for relocation of Delta Spur in WWTP during DWSD construction. AKA Job# 89-1,87-21,89-44 and ST A. 200.		Detroit		Wayne
Railroad Agreements	Delray Con	Agreement for road purposes at WWTP.		Detroit		Wayne
Railroad Agreements	Grand Trunk	Assignment to DWSD of License Agreements, {2} formerly held by Detroit and' Toledo Shoreline RR now merged Into Grand Trunk Western RR Company		Trenton & Riverview		Wayne

Railroad Agreements	Conrail	Consolidation of 5 separate license agreements into one grant of easement with a one time payment of \$9,297 to allow DWSD facilities. AKA Job #94-42		Detroit, Utica & Riverview		Wayne & Macomb
Railroad Agreements	Detroit Terminal Railroad Co.	4 Leases to cross. Lease #60 (Grace Street, West of French), #93 (Conner Creek, West of Conner) #1102 (Springwells Plant)#1243, (South of Freud, between St. Jean & Lycaste).		Detroit		Wayne
Railroad Agreements	Detroit Terminal Railroad Co.	Agreement for crossing under tracks In 2 locations. 1. Knodell Street, 2. Devineave.		Detroit		Wayne
Railroad Agreements	Grand Trunk	JCC Journal of Council approval of petition from GTWRR to vacate certain streets & alleys while granting DWSD easements rights. JCC PP-1737-40 6-10-41.		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement for sewer replacement In Savannah and Margaret Streets. AKA PCS-52B. RR LA #51-106		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement (1920) for 36" sewer crossing tracks.		Detroit		Wayne
Railroad Agreements	Grand Trunk	4 Sewers crossing former GTW yard on Atwater Rivard Street 5' cyl, Schweizer PL. 5' cyl, St. Antoine 5' cyl, St. Antoine 24" pipe.		Detroit		Wayne
Railroad Agreements	Grand Trunk	Easement from DWSD to GTWRR at I North Yard		Detroit		Wayne
Railroad Agreements	Railroad A	General file. Underlined or miscellaneous document only				
Sewage Treatment Plants	STA 200	Waste Water Treatment Plant-Sewage	9300 W. Jefferson	Detroit	48217	Wayne
Sewage Treatment Plants	STA 201	Waste Water Marine Terminal Annex. Dechlorination Facility. Refer to CS-1150, PC-693 & PC-709.	9401 W. Jefferson	Detroit		Wayne
Sewer Meter		SM38	1990 E. E. Avon Rd.	Rochester Hills	48307	Oakland

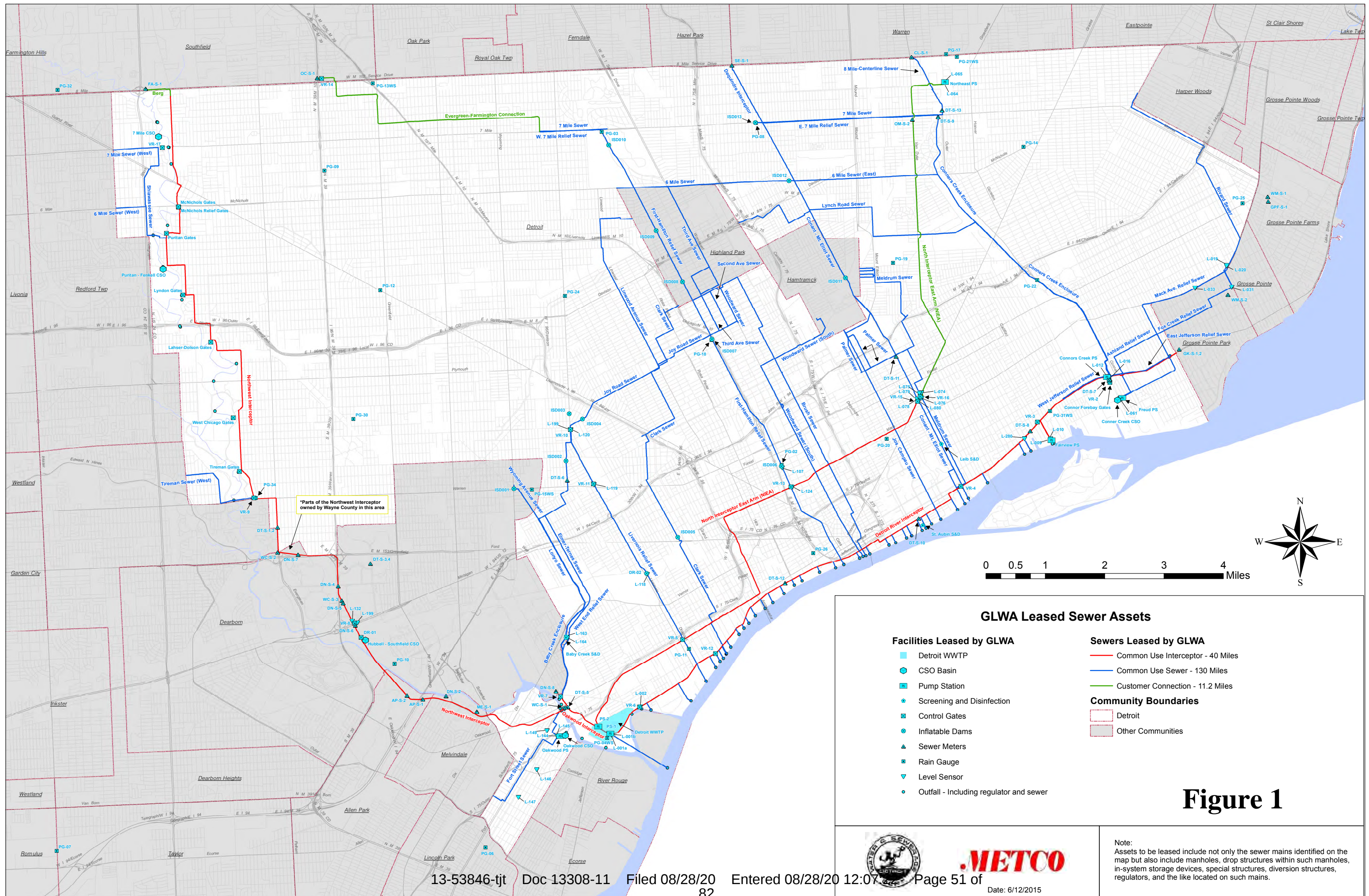


Sewerage Stations, Basins and Backwater Gates	STA 211	Conner Creek Sewage Pumping Station	12244 E. Jefferson	Detroit	48215	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 212	Fairview Sewage Pumping Station	202 Parkview	Detroit	48214	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 214	Oakwood Sewage Pumping Station	12330 Sanders	Detroit	48217	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 220	Fox Creek Sewage Backwater Gates	14741 E. Jefferson	Detroit	48215	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 221	Freud Sewage Pumping Station	12300 Freud	Detroit	48215	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 222	Northeast Sewage Pumping Station	11000 E. 8 Mile	Detroit	48205	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 227	Southfield/Hubbell Sewage Backwater Gate	16450 Rotunda	Dearborn		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 300	Detention Basin Baby Creek	9545 Dix Rd.	Dearborn		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 301	Detention Basin Detroit 7 Mile/Shiawassee.	19272 Shiawassee	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 302	Detention Basin Detroit Puritan/Fenkell .	23673 Fenkell (Located inside Eliza Howell Park)	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 303	Lieb Outfall Basin Facility.	2188 Mt. Elliott	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 304	St Aubin/Chene Outfall Basin Facility. Screening and Disinfection Building for CSO.	2200 Atwater	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 305	Conner Creek Basin Facility.				Wayne
Waste Water Treatment Plant		Bio Solids Dryer Facility	9125 W. Jefferson	Detroit	48209	Wayne

Waste Water Treatment Plant		WWTP	9040 W. Jefferson	Detroit	48209	Wayne
Waste Water Treatment Plant		WWTP	9133 W. Jefferson	Detroit	48209	Wayne
Waste Water Treatment Plant		WWTP	9650 W. Jefferson	Detroit	48209	Wayne
Yards and Offices	STA 405	Livernois Office.	303 Livernois	Detroit	48209	Wayne
Railroad Agreements	Grand Trunk	License Agreement for sewer replacement In Savannah and Margaret Streets. AKA PCS-52B. RR LA #51-106		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement (1920) for 36" sewer crossing tracks.		Detroit		Wayne
Railroad Agreements	Grand Trunk	4 Sewers crossing former GTW yard on Atwater Rivard Street 5' cyl, Schweizer PL. 5' cyl, St. Antoine 5' cyl, St. Antoine 24" pipe.		Detroit		Wayne
Leases	LA-107	Lease with Clark Street Properties, as Lessor, dated 9/15/1990, as amended	4473 W. Jefferson	Detroit		Wayne
Leases	LA-1519 (LA 87-80)	Lease with Michigan Center for High Technology, as Lessor, dated 5/1/1989, as amended	2727 Second Avenue	Detroit		Wayne

[Figure 1 to be inserted here]







Personal Property: The Personal Property shall include without limitation the following described property.

GLWA SEWER Equipment List						
Equipment #	Year	Make or Type	Model	Class	Class Type	Location Assigned
P-91	N/A	DEUTZ	N/A	PUMP	TOWED	WWTP
GE07805	2007	STIHL	4282-011-1603	BLOWER	BACK PACK	5 MILE
CE96180	1996	CASE	1835 C	SKID STEER	LOADER	5 MILE
GE09885	2009	JOHN DEERE	TLE23FD-TBJE036864	TRIMMER	CORD	5 MILE
CE96181	1996	CASE	S-150+D47	SKID STEER	LOADER	7 MILE
GE09881	2009	RED MAX	GZ23N	TRIMMER	CORD	7 MILE
GE07983	2007	TORO	38640	BLOWER	SNOW	BABY CREEK CSO
GE06757	2006	DIXIE CHOPPER	50591	MOWER	RIDING	BABY CREEK CSO
GE09775	2009	JOHN DEERE	JA62	MOWER	PUSH	BABY CREEK CSO
GE09884	2009	JOHN DEERE	TLE23FD-TBJE036867	TRIMMER	CORD	BABY CREEK CSO
GE07982	2007	CRAFTSMAN	31AE5HTG799	BLOWER	SNOW	BELLE ISLE
GE07801	2007	STIHL	BR-420 DZ MAGNUM	BLOWER	BACK PACK	BELLE ISLE
GE12759	2012	HUSTLER	930875	MOWER	RIDING	BELLE ISLE
GE08755	2007	CRAFTSMAN	917-287281	TRACTOR	LAWN	BELLE ISLE
GE07848	2007	BRIGGS & STRATTON	SV25650B	VACUMN	PUSH	BELLE ISLE
N/A	N/A	CRAFTSMAN	N/A	VACUMN	SHOP	BELLE ISLE
GE07981	2007	HONDA	HS928	BLOWER	SNOW	CONNER CREEK
CE11215	2011	BOSS	D185	COMPRESSOR	TOWED	CONNER CREEK
CE08055	2008	MASTER	MGH5000E	GENERATOR	PORTABLE	CONNER CREEK
GE07840	2007	CRAFTSMAN	917376742	MOWER	PUSH	CONNER CREEK
GE06756	2006	DIXIE CHOPPER	XT3000	MOWER	RIDING	CONNER CREEK
GE12758	2012	HUSTLER	930875	MOWER	RIDING	CONNER CREEK
N/A	N/A	M-T-M	CH-35044MGH	PRESSURE WASHER	PORTABLE	CONNER CREEK
CE04181	2004	BOBCAT	S150	SKID STEER	LOADER	CONNER CREEK
CE07284	2007	CRONKHITE	2400EWA	TRAILER	CONSTRUCTION	CONNER CREEK
N/A	N/A	ECHO	N/A	TRIMMER	HEDGE	CONNER CREEK

GE09886	2009	RED MAX	BC225DL	TRIMMER	CORD	CONNER CREEK
GE05878	2005	STIHL	FC-110 Z EDGER	TRIMMER	CORD	CONNER CREEK
GE03981	2003	ARIENS	932035-724	BLOWER	SNOW	HUBBELL/SOUTHFI ELD
GE07804	2007	STIHL	BR-420 C-Z KAT	BLOWER	BACK PACK	HUBBELL/SOUTHFI ELD
CE06755	2006	DIXIE CHOPPER	50590	MOWER	RIDING	HUBBELL/SOUTHFI ELD
GE07843	2007	JOHN DEERE	JS-63 / 3 SPEED	MOWER	PUSH	HUBBELL/SOUTHFI ELD
CE04180	2004	BOBCAT	S-150	SKID STEER	LOADER	HUBBELL/SOUTHFI ELD
CE96182	1996	CASE	1835 C	SKID STEER	LOADER	HUBBELL/SOUTHFI ELD
GE03982	2003	ARIENS	932035	BLOWER	SNOW	LEIB CSO
GE07802	2007	STIHL	BR-420 C-Z KAT	BLOWER	BACK PACK	LEIB CSO
N/A	N/A	TORO	20067	MOWER	PUSH	LEIB CSO
GE09800	2009	BRIGGS & STRATTO N	SW25650B	VACUMN	PUSH	LEIB CSO
GE12982	2012	HONDA	HS-928	BLOWER	SNOW	OAKWOOD
GE12983	2012	HONDA	HS-928	BLOWER	SNOW	OAKWOOD
GE12800	2012	STIHL	BR-550	BLOWER	BACK PACK	OAKWOOD
GE12770	2012	TORO	RECYCLER 22" / # 20381	MOWER	PUSH	OAKWOOD
GE12771	2012	TORO	RECYCLER 22" / # 20381	MOWER	PUSH	OAKWOOD
CE11179	2011	BOBCAT	S-150	SKID STEER	LOADER	OAKWOOD
GE05879	2005	RED MAX	BC225DL	TRIMMER	CORD	OAKWOOD
GE12876	2012	STIHL	FC-110	TRIMMER	CORD	OAKWOOD
GE03980	2003	ARIENS	932035	BLOWER	SNOW	ST.AUBIN
N/A	N/A	LANDA	PDE2- 1502ID	PRESSURE WASHER	PORTABLE	ST.AUBIN
GE09882	2009	RED MAX	BCZ2401S	TRIMMER	CORD	ST.AUBIN
CE08450	2008	GORMAN	T6A60S-F4L	PUMP	TRAILER	WWTP
CE02215	2002	INGERSO L RAND	P185WJD	AIR COMPRESS OR	TRAILER	WWTP
N/A	N/A	STIHL	TS700	CHOPSAW	GAS	WWTP
N/A	N/A	DEWALT	D55168	COMPRESS OR	AIR	WWTP
899861	1998	FRGHTLN ER	FL-80	FLUSHER	15 YARD	WWTP
MH05003	N/A	N/A	RR34B	FORKLIFT	ELECTRIC	WWTP
N/A	N/A	N/A	RR34B	FORKLIFT	ELECTRIC	WWTP
N/A	N/A	N/A	RR34B	FORKLIFT	ELECTRIC	WWTP
N/A	N/A	MUHR & BENDER	HPSN	IRON WORKER	697638	WWTP

N/A	N/A	POULAN	BVM200LE	LEAFBLOWER	GAS	WWTP
N/A	N/A	REDMAX	N/A	LEAFBLOWER	GAS	WWTP
GE01755	2001	DIXIE CHOPPER	XXW2500-CV25	MOWER	RIDING	WWTP
GE08756	2008	DIXIE CHOPPER	XT3300-60	MOWER	RIDING	WWTP
GE08757	2008	DIXIE CHOPPER	XT3300-60	MOWER	RIDING	WWTP
GE09755	2009	DIXIE CHOPPER	CLASSIC 2760	MOWER	RIDING	WWTP
GE09756	2009	DIXIE CHOPPER	CLASSIC-2760	MOWER	RIDING	WWTP
GE99755	1999	DIXIE CHOPPER	XW2500	MOWER	RIDING	WWTP
GE99756	1999	DIXIE CHOPPER	XW2000	MOWER	RIDING	WWTP
GE99757	1999	DIXIE CHOPPER	XW2000	MOWER	RIDING	WWTP
N/A	N/A	CHAMPION	PMX	PALLETTE JACK	HYDRUALIC	WWTP
CE93670	1992	AMIDA		PLANT	LIGHTING	WWTP
N/A	N/A	PAKMASTER	100XL	PLASMA CUTTER	N/A	WWTP
N/A	N/A	N/A	HSP3004	POWER WASHER	GAS	WWTP
CE05340	2005	HOTSY	1267SSS	PRESSURE WASHER	TOWED	WWTP
N/A	N/A	LANDA	2-1500	PRESSURE WASHER	GAS	WWTP
N/A	N/A	MI-T-M	HSP-3004-3MGH	PRESSURE WASHER	PORTABLE	WWTP
N/A	N/A	MI-T-M	HSP-3004-3MGH	PRESSURE WASHER	PORTABLE	WWTP
CE02175	2002	JCB	1110-T	SKID STEER	LOADER	WWTP
CE02176	2002	JCB	1110-T	SKID STEER	LOADER	WWTP
N/A	N/A	TORO DINGO	TX -427	SKID STEER	MINI	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	YARD MACHINE	N/A	SNOW BLOWER	GAS	WWTP

GE99753	1999	JOHN DEERE	445	TRACTOR	LAWN	WWTP
N/A	N/A	PROFORC E	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
CE92660	N/A	MILLER	N/A	WELDER	PORTABLE	WWTP
CE92661	N/A	MILLER	250G	WELDER	PORTABLE	WWTP
N/A	N/A	MILLER	N/A	WELDER	PORTABLE	WWTP
N/A	N/A	PHASE III	SRH444	WELDER	PORTABLE	WWTP
N/A	N/A	POWCON	N/A	WELDER	PORTABLE	WWTP
N/A	N/A	MICH PNEUMATIC	2021	AIRSPADE	N/A	CENTRAL
CE11013	N/A	ALLMAN D	AB2220	ARROW BOARD	TOWED	CENTRAL
CE10221	2010	BOSS	D-185	COMPRESSOR	TOWED	CENTRAL
N/A	N/A	MICH PNEUMATIC	THOR	JACK HAMMER	1 1/4"	CENTRAL
CE05370	N/A	GORMAN RUPP	82EGX240	PUMP	2"	CENTRAL
CE2371	N/A	GORMAN RUPP	185432	PUMP	2"	CENTRAL
CE13376	N/A	HONDA	N/A	PUMP	2"	CENTRAL
CE13377	N/A	HONDA	WA-15	PUMP	1"	CENTRAL
CE13386	N/A	HONDA	WT-20X	PUMP	2"	CENTRAL
CE13393	N/A	HONDA	WT20X	PUMP	2"	CENTRAL
253	N/A	HOMELITE	111B-1B	BLOWER	UTILITY	CSF
CE99704	N/A	HOMELITE	111B-1B	BLOWER	UTILITY	CSF
GE03945	2003	CLUB CAR	CARRYALL 1	GOLF CART	UTILITY	CSF
96856	1996	JLG LIFT	45HA	LIFT	ARTICULATING	CSF
CE09978	N/A	STIHL	N/A	TRIMMER	CORD	CSF
N/A	N/A	YAMAHA	N/A	N/A	N/A	CSF
N/A	N/A	DAYTON	2E510	HEATER	KEROSENE	CSF
P82	N/A	GORDON RUPP	P82	PUMP	1"	CSF
GE9775	N/A	HUSTLER	924738	MOWER	RIDING	CSF
GE98762	N/A	HUSTLER	924738	MOWER	RIDING	CSF
CE14670	2014	ALLMAN D	NIGHT-LIGHT PRO-	PLANT	LIGHTING	CSF

			V-SER			
GE89810	1989	YAMAHA	WARRIOR	ATV	TRANSPORT	CSF
GE12945	2012	CARRYALL	GE12945	GOLF CART	UTILITY	CSF
N/A	N/A	CRAFTSMAN	N/A	POWER WASHER		CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	GX160	PUMP	2"	CSF
N/A	N/A	HONDA	GX160	PUMP	2"	CSF
MS10	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS11	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS12	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS13	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS18	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS20	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS9	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
M12	N/A	BRIGGS	INTEX 206	PUMP	2"	CSF
M1	N/A	HONDA	GX160	PUMP	2"	CSF
M4	N/A	HONDA	GX160	PUMP	2"	CSF
M5	N/A	HONDA	GX160	PUMP	2"	CSF
M6	N/A	HONDA	GX160	PUMP	2"	CSF
M2	N/A	AMT	3932-95	PUMP	2"	CSF
M15	N/A	GORMAN RUPP	N/A	PUMP	2"	CSF
N/A	N/A	SPEEDAIRE	2Z761A	TANK	AIR	CSF
N/A	N/A	DAYTON	2Z974A	VACUUM	SHOP VAC	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	SE511	PUMP	2" SUMP	CSF
CE98695	1999	HOMELITE	281670	BLOWER	UTILITY	CSF
N/A	N/A	HOMELITE	375440	BLOWER	UTILITY	CSF
CE99701	1998	HOMELITE	401424	BLOWER	UTILITY	CSF



N/A	N/A	AIR SYSTEM INT'L	SBB-E8	BLOWER	UTILITY	CSF
N/A	N/A	COPPUS CADET	VE1	BLOWER	UTILITY	CSF
N/A	N/A	SPEEDAIRE	5F562E	COMPRESSOR	AIR	CSF
N/A	N/A	SOUTHLAND	S-WFT-16022-E	EDGER	22"	CSF
951	N/A	TOYOTA	951	FORKLIFT	LP	CSF
CE9855	N/A	HOMELITE	LR4400	GENERATOR	GAS	CSF
N/A	N/A	HONDA	AIRLESSCO	PAINT MACHINE	GAS	CSF
N/A	N/A	HOFFMAN	N/A	BLAST ROOM	PERMANENT	CSF
N/A	N/A	DEVIL BISS	N/A	BOOTH	PAINT	CSF
N/A	2010	GRAVOGRAPH	IS-900	ENGRAVER	STATIONARY	CSF
GE99950	N/A	CLUBCAR	CARRYALL	GOLF CART	UTILITY	CSF
N/A	N/A	YAMAHA	304	GOLF CART	UTILITY	CSF
N/A	N/A	GENIE	AWP-25S	LIFT	1 MAN	CSF
N/A	N/A	JLG	20S	LIFT	1 MAN	CSF
N/A	N/A	ALADA	N/A	PRESSURE WASHER	GAS	CSF
N/A	N/A	CYCLOBLAST	6036-FPN-300311	SAND BLASTER	STATIONARY	CSF
N/A	N/A	RED DEVIL	5033	SHAKER	PAINTER	CSF
N/A	N/A	RED DEVIL	5033	SHAKER	PAINTER	CSF
N/A	N/A	MERCURY	5C	SPRAYER		CSF
N/A	N/A	TURF LINER	N/A	SPRAYER	PAINT	CSF
CE08355	N/A	ULTIMATE	L07C	SPRAYER	PAINT	CSF
N/A	N/A	GRACO	L13A	STRIPER	STREET	CSF
N/A	N/A	POWER LINER	800	STRIPER	PAINT	CSF
N/A	N/A	DAYTON	32917	DRILL PRESS	STATIONARY	CSF
N/A	N/A	HOMELITE	LR4400	GENERATOR	GAS	CSF
N/A	N/A	HONDA	EB4000X	GENERATOR	PORTABLE	CSF
GE99945	N/A	CLUBCAR	CARRYALL	GOLF CART	UTILITY	CSF
N/A	N/A	RIGID	W9-96	GRINDER	BENCH	CSF
N/A	N/A	RIGID	535	PIPE THREADER	PORTABLE	CSF
N/A	N/A	RIGID	1822-1	PIPE	PORTABLE	CSF

				THREADER		
N/A	N/A	RIGID	1822-1	SEWER MACHINE	DRUM	CSF
390099	2000	FORD	F-750	BOX	CARGO	CSF
GE94757	1994	EXECEL	BATWING	MOWER	RIDING	CSF
GE11756	2011	HUSTLER	928630-B	MOWER	RIDING	CSF
GE09758	2009	JACOBSEN	HR-9016	MOWER	RIDING	CSF
GE99961	1999	JOHN DEERE	5310	TRAILER	UTILITY	CSF
GE96821	1996	SILVA	LAWNCARE	TRAILER	UTILITY	CSF
GE96834	1996	SILVA	LAWNCARE	TRAILER	UTILITY	CSF
CE14219	2014	AIRMAN	PDS 185S-5C2	COMPRESSOR	TOWED	EAST
N/A	N/A	MICH PNEUMATIC	THOR	JACK HAMMER	PNEUMATIC	EAST
N/A	N/A	R-N	N/A	BATTERY CHARGER	6V,12V,24V	MOB
N/A	N/A	BLUE GIANT	LT120W30	FORKLIFT	HYDRUALIC	MOB
N/A	N/A	ONAN	PRO4000E	GENERATOR	PORTABLE	MOB
N/A	N/A	COTTERMAN	2568H	MAXI-LIFT	25'	MOB
N/A	N/A	DAYTON	4YX96	PALLET TRUCK LIFT	6000 LBS.	MOB
N/A	N/A	DAYTON	8KF12	POWER WASHER	PORTABLE	MOB
N/A	N/A	DAYTON	8KF13	POWER WASHER	PORTABLE	MOB
N/A	1999	JLG	1932 - E	SCISSOR LIFT	19' MAX	MOB
N/A	N/A	DAYTON	2RPD8	SHOP VAC	GAS	MOB
N/A	N/A	ARIENS	92006	SNOW BLOWER	900 SERIES	MOB
N/A	N/A	SNAPPER	1695880	SNOW BLOWER	GAS	MOB
N/A	N/A	TORO	38600	SNOW BLOWER	GAS	MOB
N/A	N/A	VESTIL	T-150	TRASH DUMPSTER	5000 LBS	MOB
N/A	N/A	VESTIL	T-150	TRASH DUMPSTER	5000 LBS	MOB
N/A	N/A	MICH PNEUMATIC	N/A	AIRSPADE	N/A	NORTH
CE11011	2011	ALLMAN D	2220 / SE	ARROW BOARD	TOWED	NORTH
CE14216	2014	AIRMAN	PDS-185S-5C2	COMPRESSOR	TOWED	NORTH
CE13057	N/A	HONDA	EB4000X	GENERATOR	GAS	NORTH

				R		
CE10222	2010	BOSS	D-185	COMPRESSOR	TOWED	WEST
CE13055	N/A	HONDA	EB4000X	GENERATOR	PORTABLE	WEST
N/A	N/A	N/A	N/A	CLAY SPADE	N/A	CENTRAL
N/A	N/A	N/A	N/A	CLAY SPADE	N/A	CENTRAL
B-30	N/A	HONDA	N/A	PUMP	2"	CENTRAL
GE10770	2010	EXMARK	N/A	MOWER	SELF PROPELLED	CSF
N/A	N/A	VESTIL	T-150	DUMPSTER	TRASH	MOB
N/A	N/A	R-N	N/A	BATTERY CHARGER	45455	MOB
N/A	N/A	ARIENS	92006	BLOWER	SNOW	MOB
N/A	N/A	SNAPPER	1695880	BLOWER	SNOW	MOB
N/A	N/A	TORO	38600	BLOWER	SNOW	MOB
N/A	N/A	VESTIL	T-150	DUMPSTER	TRASH	MOB
N/A	N/A	BLUE GIANT	LT120W30	FORK LIFT	BATTERY	MOB
N/A	N/A	ONAN	PRO4000E	GENERATOR - PRO 4000 E	PORTABLE	MOB
N/A	N/A	COTTERMAN	2568H	MAXI-LIFT 25' HIGH	25'	MOB
N/A	N/A	DAYTON	4YX96	PALLET TRUCK LIFT 6000 LBS.	6000 LBS	MOB
N/A	N/A	DAYTON	8KF12	POWER WASHER	PORTABLE	MOB
N/A	N/A	DAYTON	8KF13	POWER WASHER	PORTABLE	MOB
N/A	1999	JLG	1932 - E	SISSOR LIFT	19' MAX	MOB
N/A	N/A	DAYTON	2RPD8	VACUMN	SHOP	MOB
MH11001	2011	HYSTER	N35ZRS-14.5	FORKLIFT	ELECTRIC	CSF
N/A	N/A	YAMAHA	90	GOLF CART	UTILITY	BASEMENT
N/A	N/A	BUSH HOG	SQ72	MOWER	TRACTOR	BASEMENT
N/A	N/A	EXCEL	924738	MOWER	RIDING	BASEMENT
N/A	N/A	EXCEL	924563	MOWER	RIDING	BASEMENT
N/A	N/A	MEYER	HM-10	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	ST-90	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	ST-90	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	HM-10	SNOW PLOW	BLADE	BASEMENT
MH04001	2004	TOYOTA	7FGU20	FORKLIFT	PROPANE	N/A

Sewer Vehicle List						
Vehicle or Equipment #	Year	Make or Type	Model	Class	Class Type	VIN/Serial #
100800	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F587173722
100804	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F587173607
180875	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356881164132
180877	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356581162841
190585	2005	CHEVROLET	C-8500	UTILITY	SERVICE	1GBP8C1C95F50674
300705	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N07W121503
300707	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N87W310755
300708	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34NX7W310756
300709	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N17W310757
300902	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N99W116298
319859	1998	FORD	CLUB WAGON	VAN	PASSENGER	1FBSS31F1WHA10591
320601	2006	FORD	F-550	DUMP	3 YARD	1FDAW57P36ED19595
340041	2000	FORD	F-350	UTILITY	HIGH BACK	1FDWW36F0YEE57049
340682	2006	FORD	E-450	UTILITY	HYDRANT	1FDXE45P06DB43847
340851	2008	FORD	F-450	UTILITY	HIGH BACK	1FDXW46R08EE57489
340852	2008	FORD	F-450	UTILITY	HIGH BACK	1FDXW46R78EE57490
340881	2008	FORD	E-450	UTILITY	HIGH BACK	1FDWE45P88DA95187
340882	2008	FORD	E-450	UTILITY	HIGH BACK	1FDWE45P68DA95186
340981	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P69DA37570
340983	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45PX9DA37572
340984	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P19DA37573
340986	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P59DA37575
340988	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P79DA78550
340989	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P09DA78549
340990	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P79DA78547
341162	2011	FORD	F-450	UTILITY	SERVICE	1FDUF4GT8BEA68765
341195	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT9BEB32794
341196	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT4BEB32797
341197	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT6BEB32798
341198	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT2BEB32796
341267	2012	FORD	F-550	UTILITY	GATE TRUCK	1FD0X5HT5CEA82043
341268	2012	FORD	F-550	UTILITY	GATE TRUCK	1FD0X5HT7CEA82044
341295	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT8CEA45198
341296	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT6CEA45197
341297	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT2CEA45195
341298	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT0CEA45194
341299	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT4CEA45196

350082	2000	FORD	F-350	PICK-UP	CARGO	1FTWW32F7YEE39609
350501	2005	FORD	F-150	PICK-UP	CARGO	1FTRF12W25NA04428
350613	2006	FORD	F-150	PICK-UP	CARGO	1FTRF12W66NB24671
350614	2006	FORD	F-150	PICK-UP	CARGO	1FTRF12W86NB24672
350683	2006	FORD	F-350	PICK-UP	CARGO	1FTWF30P86ED40337
350811	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12278KF07598
350812	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12298KF07599
350813	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12258KF07597
350815	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12258KE92051
350886	2008	FORD	F-350	PICK-UP	SERVICE	1FTWF31R08EE48941
351114	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF2BKE10638
351181	2011	FORD	F-350	PICK-UP	CARGO	1FTBF3BTXBEA68697
351236	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT5CEA45180
351245	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT0CEA45183
370800	2008	FORD	ESCAPE	SUV	PASSENGER	1FCU92Z78KC01858
370801	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z98KC01859
370804	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z08KD65047
370900	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92769KA38359
370901	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92729KA38357
370902	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92709KA38356
370904	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92779KA38354
370905	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92749KA38358
370906	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92719KA38351
370907	2007	FORD	ESCAPE	SUV	PASSENGER	1FMCU92799KA38355
370910	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92789KC45805
371000	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C76AKC13650
371001	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C75AKC13655
371002	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C76AKC13647
371003	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C79AKC13643
371004	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C7XAKC13649
371006	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C7XAKC13652
371007	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C72AKC13645
371008	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C77AKC13642
371101	2011	FORD	EXPLORER	SUV	PASSENGER	1FMHK8D89BGA39476
380197	2001	FORD	E-350	VAN	TV	1FTSS34S31HA37692
380198	2001	FORD	E-350	VAN	TV	1FTSS34S81HA30303
380656	2006	FORD	E-150	VAN	CARGO	1FTRE14W66DB36065
380658	2006	FORD	E-150	VAN	CARGO	1FTRE14WX6DB36070
380710	2007	FORD	E-150	VAN	CARGO	1FTNE14W37DB28022
380714	2007	FORD	E-150	VAN	CARGO	1FTNE14W27DB28027
380715	2007	FORD	E-150	VAN	CARGO	1FTNE14W07DB28026

380716	2007	FORD	E-150	VAN	CARGO	1FTNE14W27DB39206
380719	2007	FORD	E-150	VAN	CARGO	1FTNE14W37DB39201
380722	2007	FORD	E-150	VAN	CARGO	1FTNE14WX7DB39213
380727	2007	FORD	E-150	VAN	CARGO	1FTNE14W87DB39212
380851	2008	FORD	E-350	VAN	CARGO	1FTSE34P38DB04165
380855	2008	FORD	E-350	VAN	CARGO	1FTSE34P78DB06517
380900	2009	FORD	E-150	VAN	CARGO	1FTNE14W79DA00594
380912	2009	FORD	E-150	VAN	CARGO	1FTNE14W99DA00595
380913	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA00570
380916	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA00575
380917	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA00582
380918	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00591
380919	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA00572
380922	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00588
380924	2009	FORD	E-150	VAN	CARGO	1FTNE14W59DA00576
380925	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA00579
380928	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA76788
380930	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA93758
380933	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA93770
380936	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA93753
380937	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA93751
380939	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA93772
380942	2009	FORD	E-150	VAN	CARGO	1FTNE14W29DA93766
380943	2009	FORD	E-150	VAN	CARGO	1FTNE14W29DA93752
380957	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA93781
380958	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA93786
380959	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA93784
380961	2009	FORD	E-350	VAN	CARGO	1FTSE34P89DA93777
380964	2009	FORD	E-350	VAN	CARGO	1FTSE34P49DA93775
380971	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA00605
380977	2009	FORD	E-350	VAN	CARGO	1FTSE34P79DA00599
380978	2009	FORD	E-350	VAN	CARGO	1FTSE34P19DA00596
380980	2009	FORD	E-350	VAN	CARGO	1FTSE34P69DA00609
380981	2009	FORD	E-350	VAN	CARGO	1FTSE34P49DA00611
380986	2009	FORD	E-350	VAN	CARGO	1FTSE34P39DA00602
380989	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA00598
380990	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA00600
380993	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA05450
380998	2009	FORD	E-350	VAN	CARGO	1FTSE34P29DA05449
381006	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN6AT041300
381011	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN8AT041296

381015	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN0AT041308
381020	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BNXAT041297
381023	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN9AT041310
381058	2010	FORD	E-150	VAN	CARGO	1FTNE1EW9ADA54174
381109	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN8BT044847
381111	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN3BT044853
381115	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN2BT044844
381150	2011	FORD	E-150	VAN	CARGO	1FTNE1EW4BDA01707
381159	2011	FORD	E-150	VAN	CARGO	1FTNE1EW9BDA01704
381166	2011	FORD	E-150	VAN	CARGO	1FTNE1EW6BDA01708
381167	2011	FORD	E-150	VAN	CARGO	1FTNE1EW0BDA01705
381169	2011	FORD	E-150	VAN	CARGO	1FTNE1EW6BDA01711
381177	2011	FORD	E-350	VAN	CARGO	1FTSE3EL8BDB16542
381180	2011	FORD	E-350	VAN	CARGO	1FTSE3EL3BDB15234
381183	2011	FORD	E-350	VAN	CARGO	1FTSE3EL6BDB15227
381189	2011	FORD	E-350	VAN	CARGO	1FTSE3EL2BDB16553
381194	2011	FORD	E-350	VAN	CARGO	1FTSE3EL2BDB15239
381195	2011	FORD	E-350	VAN	CARGO	1FTSE3EL1BDB16561
381196	2011	FORD	E-350	VAN	CARGO	1FTSE3EL1BDB16558
381199	2011	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB15229
381200	2011	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN9CT083704
381204	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN7CT083703
381206	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN7CT083314
381207	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BNXCT083310
381212	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN5CT109172
381216	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN4CT109986
381219	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN4CT109177
381273	2012	FORD	E-350	VAN	CARGO	1FTSE3EL4BDB15226
381275	2012	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB16557
830109	2001	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW51CH90812
830117	2001	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW41CH90820
830124	2001	FRGHTLNER	MT45	STEP VAN	SERVICE TRUCK	4UZZAAPW71CH90827
830200	2002	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW52CK03765
990477	2004	CRANE CARRIER	LET2-40	PACKER	TRASH	1CYCCB4854T046572
GE11810	2011	KUBOTA	KURTV 1100 CWXL-H	UTV	TRANSPORT	31967
100802	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F487173727
120112	2001	CHEVROLET	C-8500	DUMP	5 YARD	1GBP7H1C91J502684
129923	1999	CHEVROLET	C-70	DUMP	5 YARD	1GBP7H1C5XJ103599
150800	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C98Z147321
150801	2008	CHEVROLET	SILVERADO	PICK-UP	CARGO	1GCEC14CX8Z147277
150802	2008	CHEVROLET	SILVERADO	PICK-UP	CARGO	1GCEC14CX8Z146968

150803	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C48E183537
150804	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C78E183354
150805	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C18E182135
150806	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C78E181863
150807	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14CX8E183607
150808	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C38E182492
159981	1999	CHEVROLET	GMT 400	PICK-UP	SERVICE	1GCHC34F8XF093870
170800	2008	CHEVROLET	TRAILBLAZER	SUV	PASSENGER	1GNDT13SX82132542
180871	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356881151445
180872	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356381151286
180873	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356381150476
300500	2005	FORD	FOCUS	CAR	PASSENGER	1FAFP34N85W141504
300710	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N67W310754
300901	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N79W116297
300904	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N09W116299
300905	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N59W116296
300906	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N39W116295
350400	2004	FORD	F-350	PICK-UP	CARGO	1FTNF20P64ED65305
350831	2008	FORD	F-250	PICK-UP	CARGO	1FTSF20R08ED08947
350837	2008	FORD	F-250	PICK-UP	CARGO	1FTSF20R88EE54304
350839	2008	FORD	F-250	PICK-UP	SERVICE	1FTSF20R58EE54308
350840	2008	FORD	F-250	PICK-UP	CARGO	1FTSF20R18EE54306
350881	2008	FORD	F-350	PICK-UP	CARGO	1FTWF30R08ED17428
350882	2008	FORD	F-350	PICK-UP	SERVICE	1FTWF30R28ED17429
350887	2008	FORD	F-350	PICK-UP	SERVICE	1FTWF30R48EE54310
350937	2009	FORD	F-250	PICK-UP	CARGO	1FTSF20R09EB08703
350938	2009	FORD	F-250	PICK-UP	SERVICE	1FTSF20RX9EB08708
350941	2009	FORD	F-250	PICK-UP	CARGO	1FTSF20R49EB08705
351081	2010	FORD	F-350	PICK-UP	CARGO	1FTWF3AR9AEA18329
351111	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF4BKE10639
351112	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF0BKE10637
351113	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF0BKE10640
351189	2011	FORD	F-350	PICK-UP	SERVICE	1FTRF3BT6BEC81757
351231	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2ATXCEA45188
351232	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT1CEA45192
351233	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT7CEA45181
351234	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT7CEA45178
351240	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT5CEA45177
351241	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT9CEA45182
351242	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT8CEA45187
351243	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT2CEA45184



351281	2012	FORD	F-350	PICK-UP	SERVICE	1FTRF3BT0CEB42953
361171	2011	FORD	F-750	STAKE	DELIVERY	3FRXF7FJ0BV377740
361172	2011	FORD	F-750	STAKE	DELIVERY	3FRXF7FJ2BV377738
361173	2011	FORD	F-750	STAKE	DELIVERY	3FRXF7FJ4BV377739
369681	1996	FORD	F-450	STAKE	DELIVERY	2FDJF37F4TCA58359
370803	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z98KD65046
370903	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92759KA38353
370908	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92739KA38352
370909	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92729KA38360
370912	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92789KC56299
370913	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92709KC56300
371012	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C71AKC13653
380659	2006	FORD	E-350	VAN	CARGO	1FTRE14W16DB36071
380671	2006	FORD	E-350	VAN	CARGO	1FTSE34P46DA87874
380717	2007	FORD	E-150	VAN	CARGO	1FTNE14W87DB39209
380724	2007	FORD	E-150	VAN	CARGO	1FTNE14W07DB39205
380841	2008	FORD	E-350	VAN	CARGO	1FTSE34P78DB04170
380842	2008	FORD	E-350	VAN	CARGO	1FTSE34P98DB06518
380843	2008	FORD	E-350	VAN	CARGO	1FTSE34P88DB06512
380845	2008	FORD	E-350	VAN	CARGO	1FTSE34P18DB06514
380847	2008	FORD	E-350	VAN	CARGO	1FTSE34P58DB04166
380848	2008	FORD	E-350	VAN	CARGO	1FTSE34P98DB04171
380909	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00574
380920	2009	FORD	E-150	VAN	CARGO	1FTNE14WX9DA00573
380938	2009	FORD	E-150	VAN	CARGO	1FTNE14W69DA93771
380944	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA93769
380945	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA93755
380947	2009	FORD	E-150	VAN	CARGO	1FTNE14WX9DA93756
380950	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA93757
380951	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA93761
380952	2009	FORD	E-150	VAN	CARGO	1FTNE14W59DA93762
380960	2009	FORD	E-350	VAN	CARGO	1FTESE34P09DA93787
380965	2009	FORD	E-350	VAN	CARGO	1FTSE34P29DA00604
380972	2009	FORD	E-350	VAN	CARGO	1FTSE34P89DA00613
380973	2009	FORD	E-350	VAN	CARGO	1FTSE34P69DA00612
380974	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA00614
380975	2009	FORD	E-350	VAN	CARGO	1FTSE34P19DA00615
380976	2009	FORD	E-350	VAN	CARGO	1FTSE34P39DA00616
380987	2009	FORD	E-350	VAN	CARGO	1FTSE34P79DA00604
380992	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA00617
381012	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN0AT041292

381017	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN3AT041299
381018	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN7AT041306
381019	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN4AT041294
381021	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN1AT041303
381022	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN9AT041307
381057	2010	FORD	E-150	VAN	CARGO	1FTNE1EW3ADA54171
381068	2010	FORD	E-150	VAN	CARGO	1FTN1EW8ADA54182
381069	2010	FORD	E-150	VAN	CARGO	1FTNE1EW6ADA54173
381101	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN5BT044854
381102	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN8BT044850
381108	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN9BT044856
381112	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN0BT044857
381114	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN9BT044842
381158	2011	FORD	E-150	VAN	CARGO	1FTNE1EW1BDA01700
381168	2011	FORD	E-150	VAN	CARGO	1FTNE1EWXBDA01713
381170	2011	FORD	E-350	VAN	CARGO	NM0LS6AN9BT044856
381171	2011	FORD	E-350	VAN	CARGO	1FTSE3EL6BDB16538
381172	2011	FORD	E-350	VAN	CARGO	1FTSE3EL4BDB16540
381175	2011	FORD	E-350	VAN	CARGO	1FTSE3EL8BDB16556
381182	2011	FORD	E-350	VAN	CARGO	1FTSE3EL7BDB16564
381187	2011	FORD	E-350	VAN	CARGO	1FTSE3EL9BDB16565
381190	2011	FORD	E-350	VAN	CARGO	1FTSE3EL4BDB16554
381205	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN3CT083309
381208	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN5CT083313
381210	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN0CT109175
381211	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN7CT109173
381218	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN9CT109174
381274	2012	FORD	E-350	VAN	CARGO	1FTSE3EL6BDB16555
381276	2012	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB15232
381282	2012	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB16560
381284	2012	FORD	E-350	VAN	CARGO	1FTSE3EL3BDB16562
381285	2012	FORD	E-350	VAN	CARGO	1FTSE3EL9BDB16551
381286	2012	FORD	F-350	VAN	CARGO	1FTSE3EL3BDB16559
520066	2000	VOLVO	WG64	DUMP	12 YARD	4V5JC8HE61N311673
529962	1999	VOLVO	WG64	DUMP	12 YARD	4VHJCMHE2XN867211
529964	2000	VOLVO	WG64	DUMP	12 YARD	4VHJCMHE6XN867213
690959	2009	INT'L	7500	VACUUM LOADER	15 YARD	1HTWNAZT69J191089
691290	2012	INT'L	WORK STAR	TANKER	FLUSHER	1HTWKAZR4CJ617995
830113	2001	FRGHTLNER	MT45	STEP VAN	HAZ-MAT	4UZAAPBW21CH90816
830121	2001	FRGHTLNER	MT45	STEP VAN	HAZ-MAT	4UZAAPBW11CH90824
899861	1998	FRGHTLNER	FL-80	FLUSHER	15 YARD	1FVXJBB5WH925131

899961	1999	FRGHTLNER	FL-112	VACUUM LOADER	15 YARD	1FVXTEDB0YHB53675
960271	2002	STERLING	L-8500	STAKE	15 TON STINGER	2FZHAZAN92AK11500
990590	2005	STERLING	L-7500	VACUUM LOADER	15 YARD	2FZHATDC55AU36881
CE01685	2001	ELGIN	PELICAN	SWEEPER	STREET	P3591D
GE05685	2005	AM-LINCOLN	MPV60	SWEEPER	STREET	482214
GE15810	2015	KUBOTA	RTV1100CWLH-7	UTV	TRANSPORT	17067

## SCHEDULE B

### DWSD SEWER BONDS

#### Senior Lien Bonds

Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2014E  
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2014D  
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2014C  
Sewage Disposal System Revenue Senior Lien Bonds, Series 2014B  
Sewage Disposal System Revenue Senior Lien Bonds, Series 2014A  
Sewage Disposal System Revenue & Revenue Refunding Senior Lien Bonds, Series 2012A  
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2006D  
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2006C  
Sewage Disposal System Revenue Senior Lien Bonds, Series 2006B (Conversion Bonds)  
Sewage Disposal System Revenue Senior Lien Bonds, Series 2005A (Conversion Bonds)  
Sewage Disposal System Senior Lien Revenue Refunding Bonds, Series 2004A  
Sewage Disposal System Senior Lien Revenue Bonds, Series 2003B  
Sewage Disposal System Senior Lien Revenue & Revenue Refunding Bonds, Series 2003A  
Sewage Disposal System Senior Lien Revenue Refunding Bonds, Series 2001C2  
Sewage Disposal System Senior Lien Revenue Refunding Bonds, Series 2001C1  
Sewage Disposal System Revenue Bonds, Series 1999A  
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF4  
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF3  
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF2  
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF1  
Sewage Disposal System Revenue Refunding Bonds, Series 1998B  
Sewage Disposal System Revenue Refunding Bonds, Series 1998A  
Sewage Disposal System Revenue Bonds (Senior), Series 1997-B-SRF

#### Second Lien Bonds

Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2014G  
Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2014F  
Sewage Disposal System Revenue Second Lien Bonds, Series 2006B  
Sewage Disposal System Revenue Second Lien Bonds, Series 2006A  
Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2005C  
Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2005B  
Sewage Disposal System Revenue Second Lien Bonds, Series 2005A  
Sewage Disposal System Second Lien Revenue Bonds, Series 2001E  
Sewage Disposal System Second Lien Revenue Bonds, Series 2001D2  
Sewage Disposal System Second Lien Revenue Bonds, Series 2001B

## Junior Lien Bonds

Sewage Disposal System Revenue Bonds, Series 2015B-SRF  
Sewage Disposal System Revenue Bonds, Series 2015A-SRF  
Sewage Disposal System Revenue Bonds, Series 2012-SRF  
Sewage Disposal System Revenue Bonds, Series 2010-SRF  
Sewage Disposal System Revenue Bonds, Series 2009-SRF  
Sewage Disposal System Revenue Bonds, Series 2007-SRF  
Sewage Disposal System Revenue Bonds, Series 2004-SRF3  
Sewage Disposal System Revenue Bonds, Series 2004-SRF2  
Sewage Disposal System Revenue Bonds, Series 2004-SRF1  
Sewage Disposal System Revenue Bonds, Series 2003-SRF2  
Sewage Disposal System Revenue Bonds, Series 2003-SRF1  
Sewage Disposal System Revenue Bonds, Series 2002-SRF3  
Sewage Disposal System Revenue Bonds, Series 2002-SRF2  
Sewage Disposal System Revenue Bonds, Series 2002-SRF1  
Sewage Disposal System Revenue Bonds, Series 2001-SRF2  
Sewage Disposal System Revenue Bonds, Series 2001-SRF1  
Sewage Disposal System Revenue Bonds, Series 2000-SRF2  
Sewage Disposal System Revenue Bonds, Series 2000-SRF1

## SCHEDULE C

### PERMITS

The City and the Authority acknowledge that the following described permits have been compiled from the best available information, have been reviewed by their and DWSD's respective staff and consultants and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the permits needs to be corrected through either the addition or deletion of one or more permits, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule C as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule C.

#### **Operating Permits**

MI0022802	National Pollutant Discharge Elimination System (NPDES)
MI-ROP-B2103-2014a	Renewable Operating Permit (ROP)
61-13	Permit to Install (Air quality Improvement and Biosolids drying projects)
252-06	Permit to Install (Diesel and natural gas fired backup generators)
333-07	Permit to Install (Odor Control System)
260-99B	Permit to Install (Diesel fired backup generators)
259-99B	Permit to Install (Diesel fired backup generators)
252-99B	Permit to Install (Diesel fired backup generators)
291-06	Permit to Install (Odor Control Systems)
69-06	Permit to Install (Odor Control System)
110-06	Permit to Install (Diesel fired backup generators)
346-08	General Permit for Diesel Fuel Engine Generators With a Maximum Nameplate Capacity of 5 MW
Not Yet Assigned	Permit to Install (Diesel fired backup generators)
332-07	General Permit for Diesel Fuel Engine Generators With a Maximum Nameplate Capacity of 5 MW

**Construction Permits**

<b>Contract No. &amp; Description</b>	<b>Permit(s)</b>	<b>Permit No.</b>
PC-783 Underground Electric Ductbank Repair & EB-1, EB-2, & EB-10 Primary Power Service Improvements at WWTP Repavement Of Critical Roads at DWWTP	MDEQ Building and Safety	1006144 BLD2010-05435
PC-756, Rehabilitation of Primary Clarifiers 13-16	MDEQ Building and Safety	1006688 16304
PC-780, Rehabilitation of Sludge Pump 1 and 2	MDEQ Building and Safety	1005891 BLD-2011-04517
PC-776: Secondary Clarifiers RAS Pumps and MCC Improvements	MDEQ Building and Safety	1005632 BLD2012-00637
CS-1484/PC-757, Rehabilitation Of Primary Clarifiers and Pipe Gallery	MDEQ	1006636
PC-784, Sewer Meters Installation at 8 sites	MDEQ	1006348
PC-786, Rouge River Outfall No. 2 (RRO-2) Segment 1 – WWTP Modifications	MDEQ US Corps of Engineers	1006417 LRE-2008-00324-7-N-11
PC-787, Replacement of Belt Filter Presses at Complex I and Upper Level Complex II	MDEQ Building and Safety	1006584 BLD2012-04641
PC-789, Pump Station No. 1 Rack and Grit and MPI No. 1 and Jefferson Sampling Stations Improvements	MDEQ Building and Safety	1007155 BLD-2013-03057
PC-789, Addendum, Replacement Of Hot Water and Scum Lines	MDEQ Building and Safety	1007411 BLD-2014-04165

PC-791, Sewage Sludge Incinerators  
Air Quality Improvements

MDEQ  
Building and Safety

61-13  
BLD2013-04855

PC-792, Biosolids Dryer Facility

MDEQ

1007576



## SCHEDULE D

### WHOLESALE CUSTOMER CONTRACTS AND RELATED CONTRACTS

The City and the Authority acknowledge that the following described contracts have been compiled from the best available information, have been reviewed by their and DWSD's respective staff and consultants and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the contracts needs to be corrected through either the addition or deletion of one or more contracts, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule D as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule D.

#### Sewer Wholesale Customers

<u>Contracts</u>	<u>Date of Contract</u>
City of Allen Park	01/28/2015
City of Center Line	09/24/2014
City of Dearborn	01/28/2015
City of Farmington	11/09/2014
City of Grosse Pointe	11/09/2014
City of Grosse Pointe Farms	01/06/1941
City of Grosse Pointe Park	11/19/2014
City of Hamtramck	11/19/2014
City of Harper Woods	11/19/2014
City of Highland Park	06/08/1983
City of Melvindale	11/19/2014
Oakland County Evergreen Farmington	12/30/1958
Oakland County Geo. W. Kuhn Drainage District	11/01/1962
Oakland-Macomb Interceptor Drain Drainage District	09/01/2009
Township of Redford	11/19/2014
Wayne County Area 3	07/03/1950
Wayne County Northeast	01/13/1944
Wayne County Rouge Valley	08/15/1961

<u>Related Contracts</u>	<u>Date of Contract</u>
City of Grosse Pointe Farms	05/2004
MOU re Sewage Meter Installation	
Charter Township of Northville	03/18/2004
Agreement re Transfer of Rouge Valley Capacity	
Oakland County Evergreen Farmington	12/30/1958
Agreement for Use of Certain Detroit Sewers	
Oakland County Geo. W. Kuhn Drainage District	11/01/1962

Agreement for Use of Certain Detroit Sewers Oakland-Macomb Interceptor Drain Drainage District Construction Agreement Northeast Sewage Pump Station	01/18/2012
Charter Township of Plymouth Agreement re Transfer of Rouge Valley Capacity	03/23/2004
Wayne County Rouge Valley Agreement for Use of Certain Detroit Sewers	08/14/1961

<u>Wastewater Discharge Ordinance Delegation Agreements</u>	<u>Date of Agreement</u>
City of Allen Park	06/08/1992
City of Auburn Hills	07/06/1992
City of Berkley	10/16/1992
City of Beverly Hills	06/15/1992
Village of Bingham Farms	05/26/1992
City of Birmingham	06/08/1992
Charter Township of Bloomfield	05/26/1992
City of Bloomfield Hills	09/21/1992
Charter Township of Canton	07/28/1992
City of Centerline	11/02/1992
Charter Township of Chesterfield	04/21/1992
Village of Clarkston	07/13/1992
City of Clawson	08/27/1992
Charter Township of Clinton	04/10/1992
City of Dearborn	08/31/1992
City of Dearborn Heights	04/14/1992
City of East Detroit	04/21/1992
City of Farmington	05/05/1992
City of Farmington Hills	06/01/1992
City of Ferndale	07/13/1992
Village of Franklin	08/17/1992
City of Fraser	05/15/1992
City of Garden City	04/21/1992
City of Grosse Pointe	09/24/1992
City of Grosse Pointe Farms	09/14/1992
City of Grosse Pointe Park	09/21/1992
City of Grosse Pointe Shores	09/21/1992
City of Grosse Pointe Woods	04/06/1992
City of Hamtramck	08/06/1992
City of Harper Woods	04/20/1992
Charter Township of Harrison	04/28/1992
City of Hazel Park	09/14/1992
City of Highland Park	06/15/1992
City of Huntington Woods	07/21/1992
Charter Township of Independence	
City of Inkster	04/29/1992

City of Keego Harbor	08/20/1992
Village of Lake Orion	05/26/1992
City of Lathrup Village	07/06/1992
Township of Lenox	05/04/1992
City of Livonia	07/03/1992
Township of Macomb	04/23/1992
City of Madison Heights	07/13/1992
City of Melvindale	09/21/1988
Village of New Haven	07/14/1992
City of Northville	04/20/1992
Charter Township of Northville	08/13/1992
City of Novi	04/27/1992
Charter Township of Oakland	09/21/1992
City of Oak Park	07/24/1992
Charter Township of Orion	07/20/1992
Village of Oxford	09/22/1992
Charter Township of Plymouth	07/07/1992
City of Plymouth	10/14/2008
City of Orchard Lake Village	06/15/1992
City of Pleasant Ridge	10/13/1992
City of Plymouth	04/06/1992
Charter Township of Redford	09/21/1987
City of River Rouge	07/09/1992
City of Rochester	06/1994
City of Rochester Hills	06/12/1992
City of Romulus	05/04/1992
City of Roseville	04/28/1992
Charter Township of Royal Oak	03/01/1993
City of Royal Oak	06/03/1992
City of St. Clair Shores	04/06/1992
Charter Township of Shelby	04/13/1992
South Macomb Sanitary District	03/06/1992
City of Southfield	07/14/1992
City of Sterling Heights	06/02/1992
City of Sylvan Lake	08/13/1992
City of Troy	04/27/1992
City of Utica	04/24/1992
Charter Township of Van Buren	05/05/1992
Township of Washington	06/11/1992
Charter Township of Waterford	07/13/1992
City of Wayne	04/21/1992
Charter Township of West Bloomfield	07/07/1992
City of Westland	06/02/1992

## SCHEDULE E

### VENDOR CONTRACTS

The City and the Authority acknowledge that the following described contracts have been compiled from the best available information, have been reviewed by DWSD staff and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the contracts needs to be corrected through either the addition or deletion of one or more contracts, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule E as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule E.

<b><u>CONTRACT #</u></b>	<b><u>VENDOR/SUPPLIER</u></b>
DWS-881	Detroit Electrical Services, LLC
DWS-882	Detroit Radio Team
DWS-889	Inland Water Pollution Control, Inc.
DWS-890	Inland Water Pollution Control, Inc.
DWS-900	Inland Waters Pollution Control, Inc.
DWS-901	Inland Waters Pollution Control, Inc.
PC-685	Jenkins/PCI JV
PC-713	DATA.NET
PC-773D	Emerson Process Management Power and
PC-774	Tooles Contracting Group, LLC
PC-776	Weiss Construction Co.
PC-782	Motor City Electric Co.
PC-783	Weiss Construction Co.
PC-784A	Weiss Construction Co.
PC-786	Walsh Construction Co.
PC-787	Weiss Construction Co.
PC-788	J.F. Cavanaugh Co.
PC-789	Weiss Construction Co.
PC-790	DeMaria Building Co.
PC-791	Walsh Construction Co.
PC-792	New England Fertilizer Co.
PC-793	Lakeshore Global Corporation
RFB 46149	Motor City Electric Company
RFB 46533	Weiss Construction Company, LLC
SCP-003	Tooles Contracting Group, LLC
SCP-005	PCI, LLC
WS-648A	Major Cement Company
CS-1421	METCO Services, Inc.
CS-1422	SBC Global Services, Inc.
CS-1432A	Tucker, Young, Jackson, Tull, Inc.
CS-1433	PMA Consultants, LLC

CS-1444	Arcadis G & M of Michigan, Inc.
CS-1445	Project Innovations, Incorporated
CS-1476	Data Consulting Group
CS-1481	Sigma Associates, Inc.
CS-1482	Applied Science, Inc.
CS-1483	CDM Michigan, Inc.
CS-1488	Somat Engineering, Inc.
CS-1490	NTH Consultants, Ltd.
CS-1499	METCO Services, Inc.
CS-1513	Somat Engineering, Inc.
CS-1522	Tetra Tech of Michigan, PC
CS-1524	Process Control & Instrumentation LLC
CS-1525	Wade Trim, Inc.
CS-1526	Process Control & Instrumentation LLC
CS-1543	CDM Michigan, Inc.
CS-1544	Granicus, Inc.
CS-1547	Southeast Michigan Council of Governments
CS-1555	EMA, Inc.
CS-1558	Foster Group
CS-1585	Plante & Moran, LLC
CS-1586	Plante & Moran, LLC
CS-1652	Tetra Tech of Michigan, P.C.
LS-1532	Steven H. Schwartz & Associates
LS-1545	Dykema Gossett PLLC
LS-1553	Clark Hill, PLC
LS-1554	Kitch, Drutchas, Wagner, Valututti & Sherbrook
LS-1556	Clark Hill, PLC
LS-1563	Williams Acosta PLLC
PS-1533	Anthony Wachocki
PS-1711	Robert Kowal
PS-1725	Ella Lee
RFB 46280	Detroit Contracting, Inc. and PES Group, PC, Joint Venture
2907205	Experis Finance US LLC
2841666	Bucks Oil Co Inc.
2883456	Ultra Scientific Inc.
2884870	Superior Welding Supplies Inc.
2872157	Magid Glove and Safety MFG Co LLC
2853267	Detroit Pump & Mfg Co
2871652	HD Edwards & Co.
2853888	JCI Jones Chemicals Inc.
2887677	Premier Group Associates LC
2856869	Bankston Construction Inc.
2857965	Aramark Uniform Services
2888799	YTI Office Express
2858292	Waste Management of Michigan Inc.

2856823	Polydyne Inc.
2873927	Safety Services Inc.
2874762	Saf-T-Gard International Inc.
2905029	Thermo Electron North America LLC
2904528	PTS Professional Technical Service Inc.
2878332	O I Corporation
2875490	SD Myers
2859658	Fred's Key Shop
2890283	Alfa Laval Inc.
2838578	Hercules & Hercules Inc.
2890304	D A Central Inc.
2857979	PVS Nolwood Chemical Inc.
2877653	Hercules 7 Hercules Inc.
2879482	McNaughton McKay Electric Company
2891774	PVS Technologies Inc.
2895657	Audio Visual Equipment & Supplies
2892569	Landmark Systems Inc.
2893661	Kemira Water Solutions
2879762	Alexander Chemical Corp
2880339	PVS Nolwood Chemical Inc.
2894351	Arrow Office Supply Co.
2895126	D2W Industries Inc.
2895471	Shimadzu Scientific Instruments, Inc.
2896154	Grainger
2896158	McNaughton McKay Electric Company
2885706	Star Auto Wash & Detailing
2896730	Thermo Electron North America LLC
2882552	Dell Computer Corporation
2897583	VWR International
2883272	Hercules & Hercules Inc.
2897428	Thyssenkrupp Elevator Corp.
2884193	Phoenix Environmental Inc.
2898401	Kirk's Automotive Inc.
2885259	Vehicle Maintenance Program Inc.
2899051	Stansley Industries Inc.
2899993	Lakeshore Global Corporation
2899992	United Resource LLC
2901428	PVS Nolwood Chemical Inc.
2902097	Metro Welding Supply Corp.
2902485	Stone Transport LP
2887231	Agilent Technologies Inc.
2902502	Rickman Enterprise Group, LLC
2903525	Kirk's Automotive Inc.
2890258	Rose Pest Solutions
2905572	Trader Ray Tire Center

2905628	Jack Doheny Companies Inc.
2889394	Geisler Company
2861580	Testamerica Laboratories Inc.
2892081	Allingham Corporation
2892080	AIS Construction Equipment
2892779	Eastern Oil Co.
2893101	Michigan Cat
2893079	Cloverdale Equipment Co.
2894404	Royal Arc Welding Co
2891658	Rotork Controls Inc.
2898169	Evoqua Water Technologies LLC
2882311	Praxair Inc.
2842934	Konica Minolta Business Solution
2881302	Hercules & Hercules Inc.
2850719	State of Michigan
2831990	Hach Company
2825800	Detroit Media Partnership LP #1008
2507987	Komline-Sanderson Engineering 23422
2878278	Republic Services
2723395	SAP Public Services Inc.
2866295	Merit Network Inc.
2885708	Busy B's Hand Car Wash
2902534	Marine Pollution Control Corp.
2891803	Polydyne Inc.
2893662	Argus Group Inc DBA Argus Hazco
2647565	Praxair Inc.
2770687	Michigan Chronicle Publishing Co.
2884519	Verizon Wireless

SCHEDULE F  
COLLECTIVE BARGAINING AGREEMENTS

Union

Michigan Council 25 of the American Federation of State, County and Municipal Employees,  
AFL-CIO, Local 2920

Association of Professional Construction Inspectors

Building Trades Foremen Unit of Michigan Building and Construction Trades Council, AFL-  
CIO

Michigan Building and Construction Trades Council, AFL-CIO

I.U.O.E. Local 324 – Operating Engineers, Detroit Principal Clerks & Park Management Units

Detroit Senior Water Systems Chemist Association

Teamsters State, County and Municipal Workers, Local 214

Utility Workers Union of America, Local 488 and Local 531

Utility Workers Union of America, Local 504



## SCHEDULE G

### PARAGRAPH 24 OF BANKRUPTCY ORDER

24. DWSD Contribution to GRS Pension Plan. DWSD's contributions to the GRS pension plan set forth in the Plan shall be accounted for as follows: (i) DWSD shall pay as operation and maintenance expenses, to be allocated between the Sewage Disposal System and the Water Supply System (collectively, the "Systems") consistent with the allocation of labor costs between the two Systems, no more than the aggregate sum of (a) \$24 million per annum (which is payable monthly); and (b) DWSD's allocable share of its annual "defined contribution" payments related to the DWSD employees; and (ii) DWSD shall pay from the Revenues of each of the Sewage Disposal System and the Water Supply System, on the same ratable basis as set forth in (i) above, the difference between the annual allocation of the Plan GRS pension contributions provided in the Plan and \$24 million in the aggregate from "pension liability payment funds" established for each of the Sewage Disposal System and the Water Supply System (such funds, the "Pension Liability Payment Funds") that will be placed in priority of payment after all of the Interest and Redemption Funds (including the Reserve Accounts, if any, therein) and before the Extraordinary Repair and Replacement Reserve Fund (all as defined in the Existing Bond Documents) for each of the Sewage Disposal System and the Water Supply System, such that the respective Pension Liability Payment Funds will be subordinated to the 2014 DWSD Revenue and Revenue Refunding Bonds and all other existing DWSD bond debt. Sufficient funds shall be allocated to each of the Pension Liability Payment Funds on a monthly basis until such time as each System's Pension Liability Payment Fund contains funds sufficient to pay the difference between each System's allocable share of the annual allocation of the GRS pension contributions provided in the Plan, and each System's allocable share of \$24 million. If such amounts in a Pension Liability Payment Fund are insufficient to provide for that fiscal year's requirement for the respective System's contribution to the GRS pension plan by June 30 of that fiscal year, then any amounts or securities held in the respective System's Surplus Fund, Construction Fund, Improvement and Extension Fund, Extraordinary Repair and Replacement Reserve Fund (in excess of the Extraordinary Repair and Replacement Minimum Requirement) and any other now-existing or after arising accounts under the applicable System's Indenture to which payments are subordinate to the payments to the Interest and Redemption Funds (including the Reserve Accounts, if any, therein) as listed in Section 2.02(a) - (f) of the respective System's Indenture, shall be credited or transferred from such Funds or accounts in the priority and order listed above (after satisfaction of the transfers required by Section 2.11 of each Indenture to the Operating and Maintenance Fund and the Interest and Redemption Funds) to the respective System's Pension Liability Payment Fund; provided, however, that solely for purposes of determining the crediting or transferring of funds to the respective "Pension Liability Payment Funds": (i)(a) the formulae presently used to determine the Extraordinary Repair and Replacement Minimum Requirement and (b) the definition of "Extraordinary Repair and Replacement Minimum Requirement" in the applicable Indentures existing as of the date of this Order will not be changed unless and until DWSD has paid in full the aggregate annual allocation of the GRS pension contributions provided in the Plan; (ii) the amount of the Extraordinary Repair and Replacement Minimum Requirement is not increased over the amount of such minimum, which as of the date of this Order is \$4,693,660 for the Water Supply System

and \$6,725,917 for the Sewage Disposal System, until the GRS pension contributions provided in the Plan are paid in full; and (iii) provided such funds are not subject to restriction barring transfer under Section 2.11 of the respective Indenture existing as of the date hereof; and provided, further, that in no event shall any amounts held in a Construction Fund that are (x) the proceeds of any debt issued for such System pursuant to the applicable Bond Ordinance, as the same may be amended, modified or supplemented, or (y) otherwise lawfully restricted to use for capital improvements to a System be credited to the Pension Liability Payment Fund. Moreover, no amounts may be credited or transferred from a Construction Fund unless such credit or transfer (i) is approved by the Michigan Department of Treasury, if such approval is then required by law, and (ii) based upon an opinion of bond counsel, such credit or transfer will not adversely affect the exclusion from gross income for federal income tax purposes of securities the proceeds of which were deposited in such account. In the event there is any shortfall in the annual funding of a Pension Liability Payment Fund at the end of any fiscal year, that shortfall shall be paid in the next fiscal year according to the payment priorities set forth in this Paragraph 24.

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